



RESOLUTION

AUTHORIZING THE ACCEPTANCE OF AN EASEMENT FOR RECONSTRUCTION AND MAINTENANCE OF THE MANCHESTER STREET BRIDGE OVER HARRIS POND

CITY OF NASHUA

In the Year Two Thousand and Thirteen

RESOLVED by the Board of Aldermen of the City of Nashua to authorize acceptance of temporary and permanent easements for the Manchester Street Bridge project from owner Pennichuck Water Works, Inc., substantially the same as the attached easement deeds and as shown on the attached plan.

The permanent easement is for slope work and for maintaining the swales. The temporary easement is for construction access to construct the swales. Similar easements were granted to and have been accepted by the Town of Merrimack for the work to be done on the bridge in the Town of Merrimack. Said easements are recorded at the Hillsborough Country Registry of Deeds at Book 8587, Page 1817 and 1821. There is no cost for the easements.

LEGISLATIVE YEAR 2013

RESOLUTION: R-13-137

PURPOSE: Authorizing the acceptance of an easement for the reconstruction and maintenance of the Manchester Street Bridge over Harris Pond.

ENDORSER(S): Mayor Donnalee Lozeau

**COMMITTEE
ASSIGNMENT:**

FISCAL NOTE: Cost of recording fees.

ANALYSIS

This resolution authorizes acceptance of a temporary and a permanent easement for slope and swale construction and maintenance for Manchester Street Bridge project, from owner Pennichuck Water Works, Inc.

Approved as to form: Office of Corporation Counsel

By:  _____

Date: August 8, 2013

Return to:
City of Nashua
229 Main Street
Nashua, NH 03060

THE SPACE ABOVE IS FOR RECORDING INFORMATION

PERMANENT EASEMENT

PENNICHUCK WATER WORKS, INC., with a mailing address of 25 Manchester Street, Merrimack, New Hampshire, 03054 (hereinafter "Grantor"), for consideration paid, grants to **CITY OF NASHUA**, a municipal corporation having its principal place of business at 229 Main Street, Nashua, Hillsborough County, State of New Hampshire and its successors and assigns forever, (hereinafter "Grantee"), with QUITCLAIM COVENANTS, the perpetual rights and easements for the reconstruction and maintenance of the bridge over Harris Pond more particularly described below, in, over, under, through and across land of the Grantor on Manchester Street in the City of Nashua, Hillsborough County, State of New Hampshire, shown and labeled as the "Permanent Easement Area" on the plan entitled "EASEMENT PLAN, Manchester Street over Harris Pond, Bridge No. 126/026, Merrimack & Nashua, New Hampshire" by CLD Consulting Engineers, Inc., dated January 2013, with any and all subsequent revisions thereof, and which plan is on file with Grantee and the New Hampshire Department of Transportation (hereinafter the "Plan"):

I. Permanent Bridge and Highway Easement:

The permanent right and easement to construct, reconstruct, repair, replace and maintain the slopes, embankments, swales, ditch culverts, pipes, catch basins or other facilities along the roadway and related works on the property of the Grantor being City of Nashua Tax Map Parcel G-488 and Parcel 52-118, said Permanent Easement Area being shown on the Plan and further described as follows:

Tract I

Beginning at a point on the East side of the Manchester Street right-of-way, located at approximately Sta. 15+18 on the above mentioned plan; said point being on the Town line between the Town of Merrimack and the City of Nashua, thence;

Easterly along said Town line a distance of 17' more or less to a point; said point being N 76-16-30 E a distance of 17.34' along a tie course, thence;

S 14-00-14 E, a distance of 178.97' to a point, thence;

S 86-17-24 E, a distance of 68.85' to a point thence;

S 37-46-56 W, a distance of 83.85' to a point, thence;

N 86-22-43 W, a distance of 42.07' to a point on the easterly sideline of Manchester Street, thence;

Northerly along said Manchester Street and along a curve to the left having a radius of 553.79', a distance of 216.32' to a point, thence;

continuing along said Manchester Street N 18-29-50 W, a distance of 25.73' to the point of beginning.

Said Permanent Easement contains 7,497 square feet, more or less.

Tract II

Beginning at a point on the West side of the Manchester Street right-of-way, located at approximately Sta. 15+21 on the above mentioned plan; said point being on the Town line between the Town of Merrimack and the City of Nashua, thence;

along said Manchester Street S 18-29-50 E, a distance of 29.01' to a point, thence;

continuing Southerly along said Manchester Street and along a curve to the right having a radius of 454.79', a distance of 74.24' to a point, thence;

S 85-21-21 W, a distance of 32.15' to a point, thence;

N 10-11-48 W, a distance of 104.76' to a point on the Town line between the Town of Merrimack and the City of Nashua, thence;

Easterly along said Town line a distance of 24' more or less to a point; said point being S 87-37-57 E, a distance of 23.69' along a tie course to the point of beginning.

Said Permanent Easement contains 2,984 square feet, more or less.

The Grantee, together with its employees, agents, permittees and assigns, may enter upon property of the Grantor with people and machinery at any time that the Grantee may see fit for access, egress and for the purpose of constructing, reconstructing, repairing, replacing, or maintaining said slopes, swales, and other facilities along the roadway and around the bridge abutments and bridge wingwalls. During and following any work by the Grantee pursuant to this easement, Grantee shall use reasonable efforts not to disturb the waters of Harris Pond.

Meaning and intending to convey an easement over portions of the premises conveyed to the Grantor by deeds recorded in the Hillsborough County Registry of Deeds at Book 3574, Page 883.

This is a non-contractual conveyance pursuant to NH RSA 78-B:2, I and is exempt from the NH Real Estate Transfer Tax and LCHIP fee.

Executed this 1st day of July, 2013

PENNICHUCK WATER WORKS, INC.

Donald L. Ware

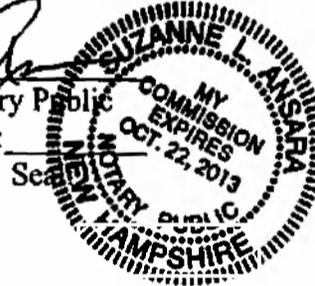
By: Donald L. Ware
Its: Chief Operating Officer, duly authorized

**STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH**

On this 1st day of July, 2013 personally appeared the above-named Donald L. Ware as Chief Operating Officer of Pennichuck Water Works, Inc., known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same as his free act and deed, on behalf of Pennichuck Water Works, Inc., for the purposes therein contained.

Before me,

Suzanne L. Ansara
~~Justice of the Peace~~ Notary Public
My Commission Expires: OCT. 22, 2013



ACCEPTANCE

Received and accepted by the City of Nashua on the date set forth below.

IN WITNESS WHEREOF, the City of Nashua has caused this instrument to be duly executed this _____ day of _____, 2013.

CITY OF NASHUA

By: _____
Its: _____, duly authorized

**STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH**

On this _____ day of _____, 2013 personally appeared the above-named _____ as _____ of the City of Nashua, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she executed the same as her/his free act and deed, on behalf of the City of Nashua, for the purposes therein contained.

Before me,

Justice of the Peace/Notary Public
My Commission Expires: _____
Seal:

Return to:
City of Nashua
229 Main Street
Nashua, NH 03060

THE SPACE ABOVE IS FOR RECORDING INFORMATION

TEMPORARY CONSTRUCTION EASEMENT

PENNICHUCK WATER WORKS, INC., with a mailing address of 25 Manchester Street, Merrimack, New Hampshire, 03054 (hereinafter "Grantor"), for consideration paid, grants to **CITY OF NASHUA**, a municipal corporation having its principal place of business at 229 Main Street, Nashua, Hillsborough County, State of New Hampshire and its successors and assigns forever, (hereinafter "Grantee"), with QUITCLAIM COVENANTS, the temporary rights and easements for the reconstruction and maintenance of the bridge over Harris Pond more particularly described below, in, over, under, through and across land of the Grantor on Manchester Street in the City of Nashua, Hillsborough County, State of New Hampshire, shown and labeled as the "Temporary Construction Easement Area" on the plan entitled "EASEMENT PLAN, Manchester Street over Harris Pond, Bridge No. 126/026, Merrimack & Nashua, New Hampshire" by CLD Consulting Engineers, Inc., dated January 2013, with any and all subsequent revisions thereof, and which plan is on file with Grantee and the New Hampshire Department of Transportation (hereinafter the "Plan"):

I. Temporary Construction Easement:

The temporary right and easement to construct, reconstruct, repair, replace and maintain the slopes, embankments, swales, ditch culverts, pipes, catch basins or other facilities along the roadway and related works on the property of the Grantor being City of Nashua Tax Map Parcel 52-118, said Temporary Construction Easement Area being shown on the Plan and further described as follows:

Beginning at a point on the easterly sideline of the Manchester Street right-of-way at the southwest corner of Tract I of the Permanent Easement Area, thence;
along said Permanent Easement Area on the following two courses: S 86-22-43 E, a distance of 42.07', thence; N 37-46-56 E, a distance of 83.85' to a point, thence;
S 86-17-24 E, a distance of 12.07' to a point, thence;
S 37-46-56 W, a distance of 95.91' to a point, thence;
N 86-22-43 W, a distance of 47.50' to a point on the easterly sideline of the Manchester Street right-of-way, thence;
Northwesterly along a curve to the left having a radius of 553.79', a distance of 10.00' to the point of beginning.

Said Temporary Construction Easement contains 1,347 square feet, more or less.

The Grantee, together with its employees, agents, permittees and assigns, may enter upon property of the Grantor with people and machinery at any time that the Grantee may see fit for access, egress and for the purpose of constructing, reconstructing, repairing, replacing,

or maintaining said slopes, swales, and other facilities along the roadway and around the bridge abutments and bridge wingwalls. Following any work by the Grantee pursuant to this easement, Grantee shall generally restore the disturbed areas to the pre-existing part of Harris Pond.

Meaning and intending to convey a temporary easement over portions of the premises conveyed to the Grantor by deeds recorded in the Hillsborough County Registry of Deeds at Book 3574, Page 883.

This easement shall expire on June 30, 2015. Prior to commencing any construction work or reconstruction work in the easement area, Grantee shall submit to Grantor plans for erosion and sediment control, which must be approved by Grantor prior to the commencement of any such work. Grantee agrees that no vehicle or equipment fueling or maintenance will take place within 100 feet of the Harris Pond shoreline or over water. Grantee agrees that sanitary facilities shall be provided for use by its workers and agents and sited at a distance greater than 100 feet from the shoreline in a secure (fenced) area. Grantee agrees that its employees, agents and workers shall park all vehicles at locations greater than 200 feet from the shore. Grantee agrees that Grantor and its subsidiaries (including Pennichuck Water Works, Inc.) and their employees, agents and contractors shall have access to the easement area at all times.

This is a non-contractual conveyance pursuant to NH RSA 78-B:2, I and is exempt from the NH Real Estate Transfer Tax and LCHIP fee.

Executed this 1st day of July, 2013.

PENNICHUCK WATER WORKS, INC.

Donald L. Ware

By: Donald L. Ware
Its: Chief Operating Officer, duly authorized

**STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH**

On this 1st day of July, 2013 personally appeared the above-named Donald L. Ware as Chief Operating Officer of Pennichuck Water Works, Inc., known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same as his free act and deed, on behalf of Pennichuck Water Works, Inc., for the purposes therein contained.

Before me,

Suzanne L. Angar
Justice of the Peace/Notary Public
My Commission Expires: OCT. 22, 2013



ACCEPTANCE

Received and accepted by the City of Nashua on the date set forth below.

IN WITNESS WHEREOF, the City of Nashua has caused this instrument to be duly executed this _____ day of _____, 2013.

CITY OF NASHUA

By: _____
Its: _____, duly authorized

**STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH**

On this _____ day of _____, 2013 personally appeared the above-named _____ as _____ of the City of Nashua, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she executed the same as her/his free act and deed, on behalf of the City of Nashua, for the purposes therein contained.

Before me,

Justice of the Peace/Notary Public
My Commission Expires: _____
Seal:

