R-13-143

RESOLUTION

AUTHORIZING THE GRANTING OF EASEMENTS TO PENNICHUCK WATER WORKS, INC. FOR CONSTRUCTION AND MAINTENANCE OF WATERLINES BEING RELOCATED AS A RESULT OF THE BROAD STREET PARKWAY PROJECT

CITY OF NASHUA

In the Year Two Thousand and Thirteen

RESOLVED *by the Board of Aldermen of the City of Nashua* to authorize granting of construction and maintenance easements to Pennichuck Water Works, Inc. for waterlines being relocated as a result of the Broad Street Parkway Project, substantially the same as the attached easement deeds and as shown on the attached plans. The easements are located over land currently owned by the City on Prescott Street and Hillcrest Avenue.

LEGISLATIVE YEAR 2013

RESOLUTION: R-13-143

PURPOSE: **Authorizing the granting of easements to Pennichuck Water Works, Inc. for construction and maintenance of waterlines being relocated as a result of the Broad Street Parkway project**

ENDORSER(S): **Mayor Donnalee Lozeau**

COMMITTEE ASSIGNMENT:

FISCAL NOTE: **None**

ANALYSIS

This resolution authorizes the granting of construction and maintenance easements to Pennichuck Water Works, Inc. for waterlines being relocated as a result of the Broad Street Parkway Project.

Approved as to form: **Office of Corporation Counsel**

By:_____

Date: September _5_, 2013

EASEMENT DEED

KNOW ALL PERSONS BY THESE PRESENTS, that **City of Nashua,** a municipal corporation having its principal place of business at 229 Main Street, Nashua, Hillsborough County, State of New Hampshire (hereinafter called the "Grantor"), for consideration paid, Grants to **Pennichuck Water Works, Inc.**, a New Hampshire corporation, having its principal place of business at 25 Manchester Street in the Town of Merrimack, Hillsborough, State of New Hampshire, 03054, and its successors and assigns forever (hereinafter called the "Grantee"), with QUITCLAIM COVENANTS, the perpetual and exclusive right and easement more particularly described below, over, under and across a certain tract of land in the City of Nashua, County of Hillsborough, State of New Hampshire, more particularly bounded and described as follows (the "Land"):

COMMENCING A POINT AT THE SOUTHEAST CORNER OF LOT 183 OF TAX MAP 62, NOW OR FORMERLY OWNED BY THE CITY OF NASHUA, AT THE EASTERLY SIDELINE OF HILLCREST AVE., THENCE

SOUTHEASTERLY	BY A CURVE TO THE RIGHT HAVING A RADIUS OF 40.00 FEET, A DELTA ANGLE OF 42° 58' 45" AND AN ARC DISTANCE OF 30.01 FEET BY THE SIDELINE OF HILLCREST AVE. TO THE POINT OF BEGINNING; THENCE
N 33° 40' 55" E	A DISTANCE OF 82.19 FEET A POINT; THENCE
N 83° 12' 31" E	A DISTANCE OF 33.37 FEET TO A POINT; THENCE
N 61° 12' 31" E	A DISTANCE OF 66.15 FEET TO A POINT; THENCE
S 73° 47' 29" E	A DISTANCE OF 12.89 FEET TO A POINT AT THE WESTERLY LINE OF LAND OF THE BOSTON & MAINE CORP.; THENCE
S 27° 20' 30" E	BY THE WESTERLY LINE OF BOSTON & MAINE CORP. A

	DISTANCE OF 25.89 FEET TO A POINT; THENCE
S 61° 12' 31" W	A DISTANCE OF 1.75 TO A POINT; THENCE
N 73° 47' 29" W	A DISTANCE OF 21.21 FEET TO A POINT; THENCE
S 61° 12' 31" W	A DISTANCE OF 61.76 FEET TO A POINT; THENCE
S 83° 12' 31" W	A DISTANCE OF 28.04 FEET TO A POINT; THENCE
S 33° 40' 55" W	A DISTANCE OF 93.54 FEET TO A POINT IN THE EASTERLY SIDELINE OF HILLCREST AVE.; THENCE
N 10° 29' 32" W	BY THE EASTERLY SIDELINE OF HILLCREST AVE. A DISTANCE OF 28.70 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.092 ACRES OR 4,014 SQ FT MORE OR LESS.

SAID EASEMENT AND DESCRIPTION DESCRIBED AND MORE PARTICULARLY SHOWN ON PLAN TO BE RECORDED AT THE HILLSBOROUGH COUNTY REGISTRY OF DEEDS ENTITLED "EASEMENT PLAN (MAP 62, LOT 80) HILLCREST AVENUE; NASHUA, NEW HAMPSHIRE" RECORD OWNER: CITY OF NASHUA; DATED 8 JULY 2013 AND PREPARED BY HSI HAYNER /SWANSON, INC.

The perpetual and exclusive right to lay, construct, install, operate, maintain, repair, replace and remove underground pipes, ducts, conduits and other appurtenances as the Grantee may from time to time desire for water distribution purposes.

This conveyance shall include the right of access from, to and across said Land for all purposes in connection with the exercise of the within granted rights and easement; the right to excavate, trench, and backfill by men or machines and temporarily to place excavated earth and other material on said Land, provided that the said Land shall be restored by the Grantee to substantially the condition in which it was immediately prior to such access, excavation, trenching, and backfilling; the right to trim, cut down and remove bushes, trees and other plant growth on the Land as and to such extent as in the judgment of the Grantee is necessary for any of the above purposes; the right to go upon the Land when working on water lines and associated equipment; and the right, to be exercised only for temporary periods when continuity of service requires, to install temporary above-ground lines over and across said Land.

The Grantor, for itself and its successors and assigns, covenants and agrees (i) that they will not erect or maintain, or permit to be erected or maintained, any permanent building or structure of any kind or nature upon the Land, or plant or permit to be planted any trees, over said underground pipes and other equipment, except as provided below, and (ii) that they shall not alter the grade of the Land as such grade exists at the time of the installation of the pipes and other equipment referred to above.

The Grantor further covenants and agrees, for itself and its successors and assigns, that in the event of excavation or grading by Grantor which in the good faith opinion of the Grantee might materially disturb, dislocate, damage or endanger said pipes or other equipment, the Grantor will install reasonable shoring or bear the expense of its installation at reasonable locations specified by the Grantee or its representatives, and in the event of any damage to said pipes or other equipment as a result of such excavation or grading, the Grantor will pay the cost of repair to, or replacing of, said pipes or other equipment as the case may be.

The Grantee agrees and undertakes to hold Grantor and its successors and assigns free and harmless from any liability, loss, costs, damages or expenses, including reasonable attorney's fees, which Grantor may incur as a result of any claims or actions which may be made arising out of Grantee's rights granted hereunder.

The Land is a portion of the premises conveyed to City of Nashua, by deed of Edward P. Hutchins and Joyce M. Hutchins dated June 17, 1999 and recorded in Hillsborough County Registry of Deeds at Book 6118, Page 097.

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

CITY OF NASHUA

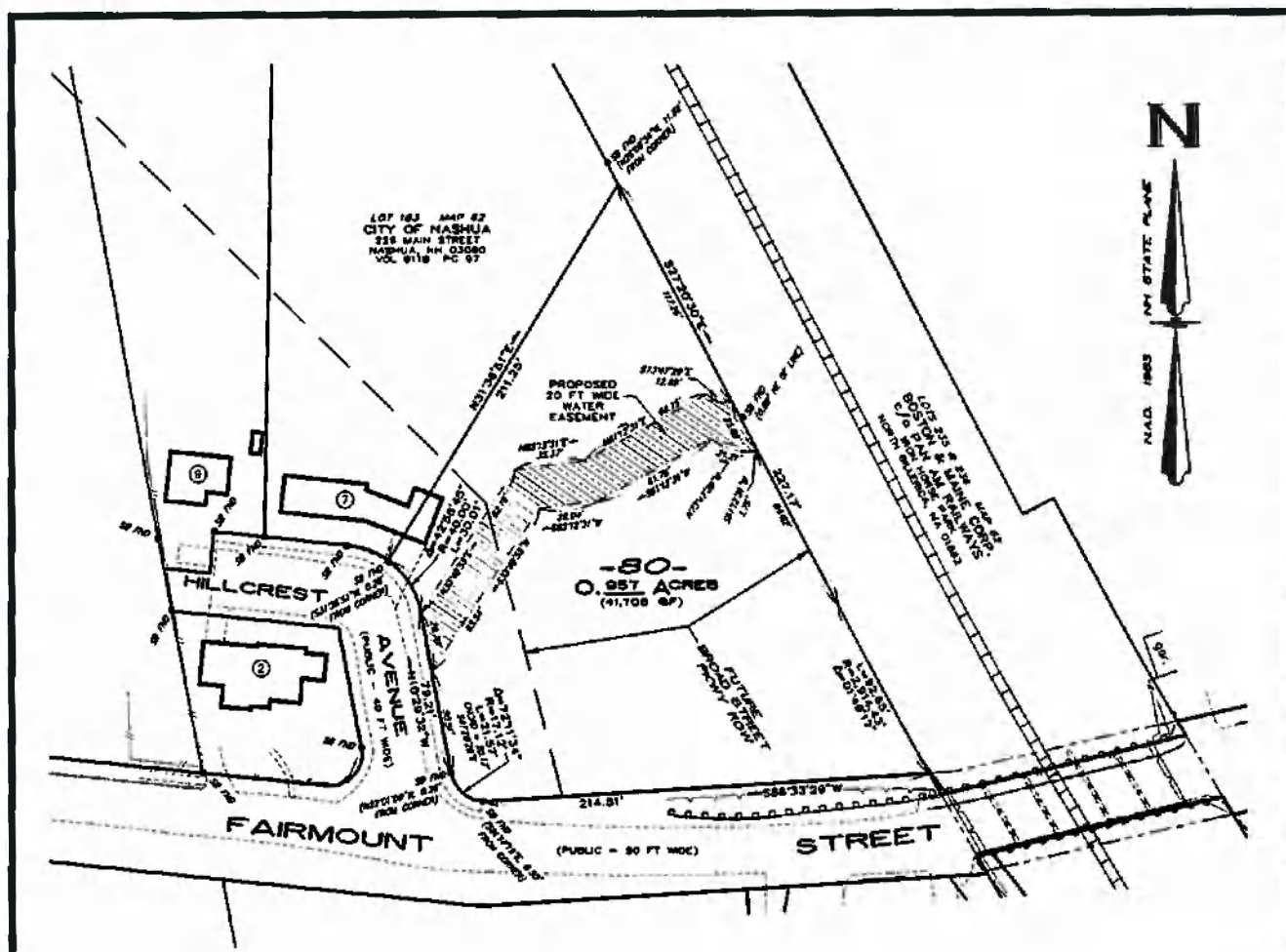
By: _____
Name: _____, duly authorized
Title: _____

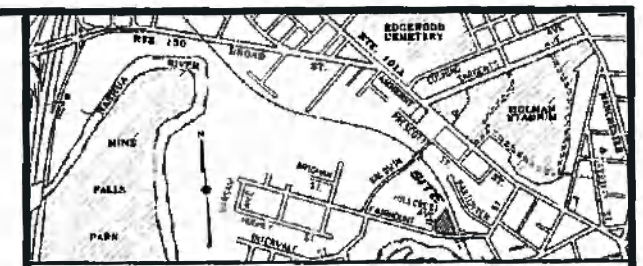
STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

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 his/her 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:





VICINITY MAP

PLAN REFERENCE:

1. H. B. ATHERTON ESTATE. PLAN OF LAND AT FAIRMOUNT HEIGHTS SHOWING PARTITION BETWEEN THE HEIRS. SCALE: 1" = 200', DATED: MARCH 28, 1909, AND PREPARED BY E. O. HATHAWAY, CE. RECORDED: HCRD – PLAN No. 407
2. RIGHT OF WAY AND TRACK MAPS, WILTON R.R. CO., OPERATED BY THE BOSTON AND MAINE R.R., SCALE: 1" = 100', DATED JUNE 30, 1914, SHEETS V.17/1, V.17/2 & V.17/SL.1 ON FILE WITH THE OFFICE OF VALUATION ENGINEER.

NOTES:

1. TOTAL SITE AREA: 0.957 ACRES
2. LOT NUMBERS REFER TO THE CITY OF NASHUA ASSESSOR'S MAP 2.
3. THE PURPOSE OF PLAN IS TO SHOW A 20 FT WIDE WATER EASEMENT ACROSS LOT 80.
4. PRESENT OWNER OF RECORD:
   LOT 80, MAP 62
   CITY OF NASHUA
   229 MAIN STREET
   NASHUA, NH 03060
   VOL. 6118 PG. 097

No.	DATE	REVISION	BY

EASEMENT PLAN
(MAP 62, LOT 80)

HILLCREST AVENUE

NASHUA, NEW HAMPSHIRE

PREPARED FOR:

Pennichuck Water Works

PO BOX 1947 25 MANCHESTER ST MERRIMACK, NH 03054

RECORD OWNER:

CITY OF NASHUA

229 MAIN STREET NASHUA, NEW HAMPSHIRE 03060

40 0 40 80 120 160 FEET

20 0 20 40 METERS

SCALE: 1"=40 Feet
1"=12.1112 Meters

8 JULY 2013

HSI Hayner/Swanson, Inc.

Civil Engineers/Land Surveyors
Three Congress Street Nashua, New Hampshire 03062-3301
Tel (603) 883-2057 Fax (603) 883-9057
www.haynerswanson.com

FIELD BOOK: -	DRAWING NAME: 5252TE41	5252	1 OF 1
DRAWING LOCATION: G:\5104\DWG\5104-5252			

LEGEND

- STONE BOUND
- FENCE
- GUARD RAIL
- (28) STREET ADDRESS

THIS PLAN DEPICTS A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION BETWEEN DECEMBER 2008 AND MARCH 2012 IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE STATE OF NEW HAMPSHIRE AND THE CITY/TOWN WITHIN WHICH IT IS LOCATED. THE SURVEY WAS PERFORMED AS AN URBAN STANDARD PROPERTY SURVEY, AS DEFINED IN THE NH CODE OF ADMINISTRATIVE RULES, (CATEGORY I, CONDITION 1, NHLSA STANDARDS) WITH A TRAVERSE ERROR OF CLOSURE BETTER THAN 1 PART IN 15,000.

PURSUANT TO RSA 676:18,III AND RSA 672:14

I CERTIFY THAT THIS SURVEY PLAT IS NOT A SUBDIVISION PURSUANT TO THIS TITLE AND THAT THE LINES OF STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED AND THAT NO NEW WAYS ARE SHOWN.

DATE

STATE OF NEW HAMPSHIRE
No. 7041
SHIRL COLLINS
LICENSED LAND SURVEYOR

©Hayner/Swanson, Inc.

EASEMENT DEED

KNOW ALL PERSONS BY THESE PRESENTS, that **City of Nashua,** a municipal corporation having its principal place of business at 229 Main Street, Nashua, Hillsborough County, State of New Hampshire (hereinafter called the "Grantor"), for consideration paid Grants to **Pennichuck Water Works, Inc.**, a New Hampshire corporation, having its principal place of business at 25 Manchester Street in the Town of Merrimack, Hillsborough, State of New Hampshire, 03054, and its successors and assigns forever (hereinafter called the "Grantee"), with QUITCLAIM COVENANTS, the perpetual and exclusive right and easement more particularly described below, over, under and across a certain tract of land in the City of Nashua, County of Hillsborough, State of New Hampshire, more particularly bounded and described as follows (the "Land"):

BEGINNING AT A POINT ON THE SOUTHERLY SIDE OF PRESCOTT STREET AT THE NORTHWESTERLY MOST CORNER OF THE DESCRIBED EASEMENT AND AT THE NORTHWESTERLY CORNER OF LOT 167 OF TAX MAP 62, SAID POINT BEING AN IRON PIN FOUND;

THENCE BY THE SOUTHERLY RIGHT-OF-WAY LINE OF PRESCOTT STREET AT A DIRECTION OF SOUTH 57° 29' 17" EAST A DISTANCE OF 20 FEET TO A POINT ON EASTERLY SIDE OF DESCRIBED EASEMENT;

THENCE SOUTH 32° 22' 30" WEST FOR A DISTANCE OF 208.09 FEET ALONG THE EASTERLY SIDE OF THE EASEMENT TO A POINT AT THE BOUNDARY LINE OF ABUTTING MAP 62 LOT 235 (BOSTON & MAINE CORP.);

THENCE ALONG THE NORTHERLY BOUNDARY LINE OF ABUTTING MAP 62 LOT 235 BY AN ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1482.19 FEET FOR AN ARC DISTANCE OF 20.37 FEET TO A

POINT BEING A 5X5 STONE BOUND FOUND AT THE SOUTHWESTERLY MOST CORNER OF DESCRIBED EASEMENT AND SUBJECT PARCEL;

THENCE NORTH 32° 22' 30" EAST FOR A DISTANCE OF 212.02 FEET ALONG THE WESTERLY SIDE OF DESCRIBED EASEMENT AND SUBJECT LOT AND BOUNDARY OF MAP 62 LOT 37 TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINING 4,200 SQ.FT., MORE OR LESS.
SAID EASEMENT AND DESCRIPTION DESCRIBED AND MORE PARTICULARLY SHOWN ON PLAN TO BE RECORDED AT THE HILLSBOROUGH COUNTY REGISTRY OF DEEDS ENTITLED "MAP 62 LOT 167; PWW WATERLINE UTILITY EASEMENT PLAT; 42 PRESCOTT STREET, NASHUA, NEW HAMPSHIRE" OWNER OF RECORD: CITY OF NASHUA; HCRD BOOK 6121 PAGE 1292; DATED JULY 03,2013 AND PREPARED BY PROMISED LAND SURVEY, LLC.

The perpetual and exclusive right to lay, construct, install, operate, maintain, repair, replace and remove underground pipes, ducts, conduits and other appurtenances as the Grantee may from time to time desire for water distribution purposes.

This conveyance shall include the right of access from, to and across said Land for all purposes in connection with the exercise of the within granted rights and easement; the right to excavate, trench, and backfill by men or machines and temporarily to place excavated earth and other material on said Land, provided that the said Land shall be restored by the Grantee to substantially the condition in which it was immediately prior to such access, excavation, trenching, and backfilling; the right to trim, cut down and remove bushes, trees and other plant growth on the Land as and to such extent as in the judgment of the Grantee is necessary for any of the above purposes; the right to go upon the Land when working on water lines and associated equipment; and the right, to be exercised only for temporary periods when continuity of service requires, to install temporary above-ground lines over and across said Land.

The Grantor, for itself and its successors and assigns, covenants and agrees (i) that they will not erect or maintain, or permit to be erected or maintained, any permanent building or structure of any kind or nature upon the Land, or plant or permit to be planted any trees, over said underground pipes and other equipment, except as provided below, and (ii) that they shall not alter the grade of the Land as such grade exists at the time of the installation of the pipes and other equipment referred to above.

The Grantor further covenants and agrees, for itself and its successors and assigns, that in the event of excavation or grading by Grantor which in the good faith opinion of the Grantee might materially disturb, dislocate, damage or endanger said pipes or other equipment, the Grantor will install reasonable shoring or bear the expense of its installation at reasonable locations specified by the Grantee or its representatives, and in the event of any damage to said pipes or other equipment as a result of such

excavation or grading, the Grantor will pay the cost of repair to, or replacing of, said pipes or other equipment as the case may be.

The Grantee agrees and undertakes to hold Grantor and its successors and assigns free and harmless from any liability, loss, costs, damages or expenses, including reasonable attorney's fees, which Grantor may incur as a result of any claims or actions which may be made arising out of Grantee's rights granted hereunder.

The Land is a portion of the premises conveyed to City of Nashua, by deed of Maria L. Braga dated June 25, 1999 and recorded in Hillsborough County Registry of Deeds at Book 6121, Page 1292.

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

CITY OF NASHUA

By: _____
Name: _____, duly authorized
Title:
_____

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

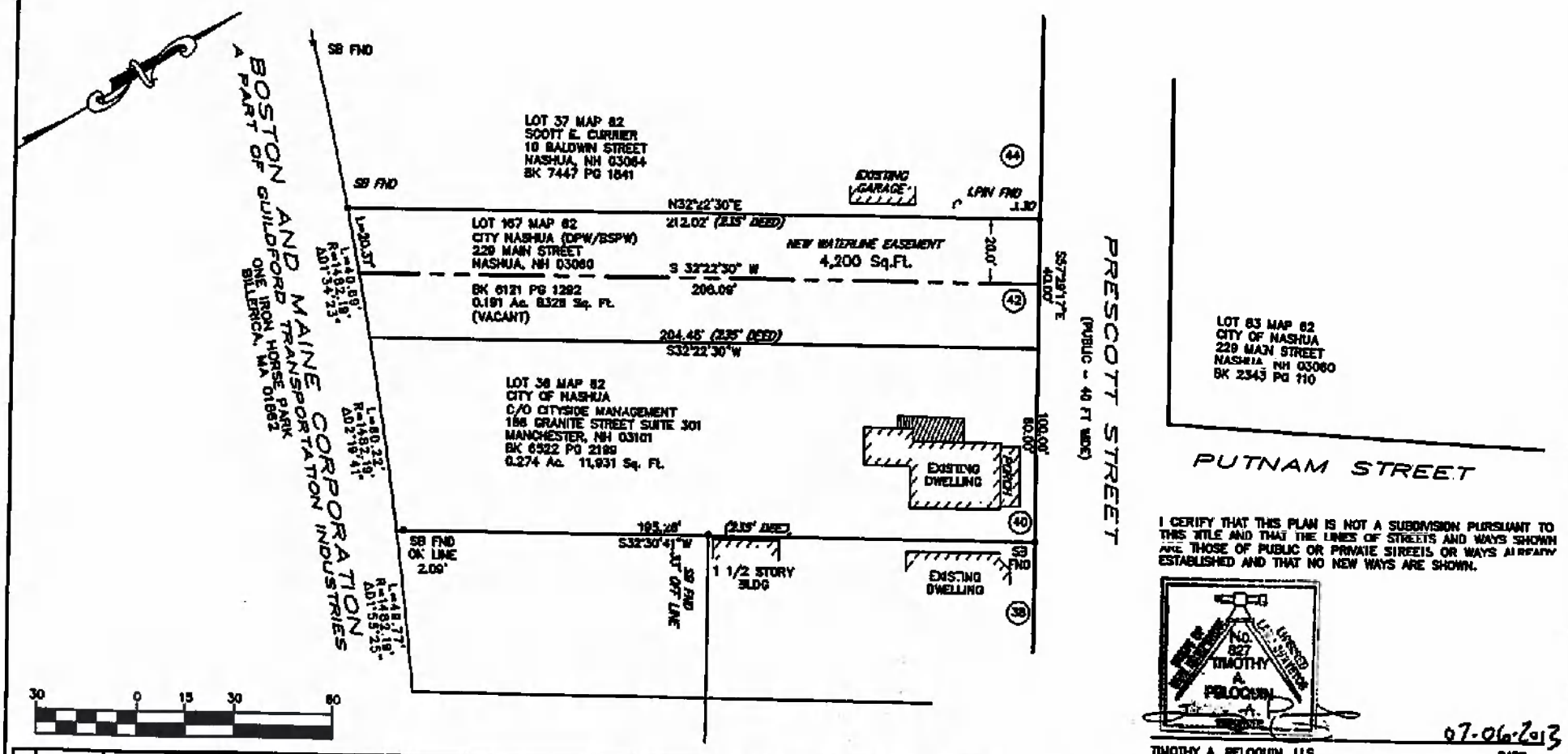
On this _____ day of _____, 2013 personally appeared the above-named _____ as _____ of the City of Nashua, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed, on behalf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

Before me,

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

NOTES

1) THE PURPOSE OF THIS PLAT IS TO DEPICT A NEW 20' WIDE WATERLINE UTILITY EASEMENT, WHICH IS FOR ACCESS, INSTALLATION, AND MAINTENANCE, BURDENING MAP 62 LOT 167 AND BENEFITTING PENNICHUCK WATER WORKS (PWW).



I CERTIFY THAT THIS PLAN IS NOT A SUBDIVISION PURSUANT TO THIS TITLE AND THAT THE LINES OF STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED AND THAT NO NEW WAYS ARE SHOWN.

LICENSED LAND SURVEYOR NO. 827 TIMOTHY A. PELOQUIN

TIMOTHY A. PELOQUIN, LLS

07-06-2013
DATE

NO.	DATE	REVISION DESCRIPTION	BY

DATE: JULY 03, 2013	SCALE: 1"=30'
JOB #: 1903	EXHIBIT A

OWNER OF RECORD:
CITY OF NASHUA
DPW / BSPW
229 MAIN STREET
NASHUA, NH 03060
HCRD BOOK 6121 PAGE 1292

MAP 62 LOT 167
PWW WATERLINE UTILITY EASEMENT PLAT
42 PRESCOTT STREET, NASHUA, NH
42 PRESCOTT STREET
NASHUA, NEW HAMPSHIRE

Promised Land Survey, LLC
230 Rockingham Road
Derry, New Hampshire 03038
Tel: (603) 432-2112 •Fax: (603) 432-8800
www.PromisedLandSurvey.com
Land Surveying •Mapping •Planning •Permitting •Layout