



## RESOLUTION

**AUTHORIZING THE ACCEPTANCE OF EASEMENTS FOR A PUBLIC HIGHWAY ON LAND OWNED BY THE UNITED STATES POSTAL SERVICE AT 10 NORTH SOUTHWOOD DRIVE, AND LAND OWNED BY M'nD PROPERTIES, LLC AT 15 NORTH SOUTHWOOD DRIVE ; AND AUTHORIZING THE CONSTRUCTION OF A STREET ON SUCH LAND FUNDED BY A CONTRIBUTION FROM THE UNITED STATES POSTAL SERVICE; AND ACCEPTING SUCH STREET, UPON COMPLETION, AS A PUBLIC HIGHWAY**

### *CITY OF NASHUA*

*In the Year Two Thousand and Five*

**RESOLVED** by the Board of Aldermen of the City of Nashua that the Mayor and Corporation Counsel are authorized to accept in the name of the City easement deeds for a public highway over land owned by United States Postal Service at 10 North Southwood Drive and land owned by M'nD Properties at 15 North Southwood Drive. Said easements shall be in substantially the form of the attached easement deeds;

**AND FURTHER RESOLVED**, that a street shall be constructed on such land connecting North Southwood Drive and Tinker Road, the cost of which is to be met by a contribution from the United States Postal Service;

**AND FURTHER RESOLVED**, that, upon completion, such street shall be a public highway.

**EASEMENT DEED**

KNOW ALL PERSONS BY THESE PRESENTS, that the United States Postal Service, an independent establishment of the executive branch of the Government of the United States, having an office at Facilities Service Center, 6 Griffin Road North, Windsor, Connecticut, 06006-0330, (hereinafter called the "Grantor"), for consideration paid, grants to the 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 called the "Grantee") with Warranty covenants, the perpetual rights and easements more particularly described below, in, over, under, through and across a certain tract of land located at 10 North Southwood Drive in the City of Nashua, County of Hillsborough, State of New Hampshire, shown as Lot 591 on a plan of land entitled "Consolidation Subdivision Plan (Lots 19,484 & 485, Map 'G') N.H. Route 101-A By-Pass and Tinker Road, Nashua, New Hampshire, Prepared For The Southwood Corp., Scale 1" = 100', and dated: 14 October 1988, by Allan H. Swanson, Inc.," recorded at Hillsborough County Registry of Deeds as plan no. 23,441 (hereafter called the "Plan"), and conveyed to the Grantor by deed recorded at the Hillsborough County Registry of Deeds, Book 5113, Page 1773. The rights and easements are particularly described and bounded as follows:

The perpetual right in, over, under, through and across said Lot 591 for the purpose of construction, maintenance, repair, reconstruction, and use of a public highway, including all uses comprising municipal and public use of highways under New Hampshire law.

The bounds of this easement are as follows:

Beginning at a point on the westerly sideline of Tinker Road, at the northeasterly corner of Lot 591 as shown on the Plan; thence

S 23 ° 18' 00" E, a distance of 50.00 feet to a point; thence

S 66 ° 42' 00" W, a distance of 253.66 feet to a point; thence

S 27 ° 17' 38" W, a distance of 110.16 feet to a point on the northerly sideline of North Southwood Drive; thence

Westerly along a curve to the left, having a radius of 80.00 feet, a delta angle of 36 ° 47' 06" and an arc length of 51.36 feet by said North Southwood Drive to a point; thence

N 27 ° 17' 38" E, a distance of 125.88 feet to a point on the northerly sideline of Lot 591; thence

N 66° 42' 00" E, a distance of 271.56 feet to the point of beginning.

Said easement contains approximately 0.439 acres.

Witness our hand this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
[Name]  
[Title of position]

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2005 by [name and title of position].

\_\_\_\_\_  
Notary Public

Commission Expires on: \_\_\_\_\_

## **EASEMENT DEED**

### **KNOW ALL MEN BY THESE PRESENTS**

THAT M'nD Properties, L.L.C., a New Hampshire limited liability company with a principal place of business at 15 North Southwood Drive, Nashua, New Hampshire (the "Grantor"),

for consideration paid, grants to

City of Nashua, a New Hampshire municipal corporation with a place of business at 229 Main Street, Nashua, County of Hillsborough, State of New Hampshire, and its successors and assigns (the "Grantee"), the following perpetual rights and easements over certain real estate situated on Tinker Road, Nashua, Hillsborough County, New Hampshire, defined as the "Easement Area" below, in accordance with the following terms and conditions.

- (1) The right of ingress and egress, by vehicles and by foot and otherwise, over the Easement Area, to use the same for all purposes for which public roads are used in the City of Nashua; and
- (2) The right to install, construct, repair, replace, maintain and use a roadway over the Easement Area, constructed to standards required by the City of Nashua for a public road, together with the right to construct and maintain necessary slopes, embankments and drainage facilities within the Easement Area;
- (3) The right of the Grantee, its successors and assigns, to enter upon the Easement Area with persons and vehicles, including construction equipment, to exercise its rights hereunder; and
- (4) The right to excavate, trench, and backfill by men or machines and temporarily to place excavated earth and other material on unpaved portions of adjacent land, provided that the land shall be restored as provided below.

The "Easement Area" is a portion of Lot 19 as shown on a plan of land entitled "Subdivision Plan (Lot 19, Map 'G') North Southwood Drive, Nashua, New Hampshire", dated 6 November 1990, approved by the Nashua Planning Board December 6, 1990, and recorded in the Hillsborough County Registry of Deeds as Plan #24966 (hereafter called the "Plan").

The bounds of the "Easement Area" is as follows:

Beginning at a point on the westerly sideline of Tinker Road at the southeasterly corner of Lot 19 Assessor's Sheet "G" as shown on the Plan; thence

S 66 degrees 42'00"W, a distance of 30.00 feet along the southerly property line of Lot 19 Assessor's Sheet "G" to a point; thence

N 23 degrees 18'00"W, a distance of 10.00 feet to a point; thence

N 66 degrees 42'00"E, a distance of 10.00 feet to a point; thence

N 23 degrees 18'00"W, a distance of 35.00 feet to a point; thence

N 66 degrees 42'00"E, a distance of 15.09 feet to a point in the westerly right of way of Tinker Road; thence

Southeasterly along a curve to the left, having a radius of 568.42 feet, a delta angle of 1 degree 00'29" and an arc length of 10.05 feet by said Tinker Road to a point; thence

S 23 degrees 18'00"E, a distance of 35.00 feet by said Tinker Road to the point of beginning.

Said easement contains approximately 0.02 acres.

The Easement Area is a portion of the premises conveyed to the Grantor by corrective warranty deed of the Southwood Corporation, dated October 11, 1996, and recorded with the Hillsborough County Registry of Deeds in Book 5759, Page 971.

In exercising its rights hereunder, the Grantee, on behalf of itself, and its successors and assigns, agrees that it shall restore all areas disturbed in the exercise of such rights to a condition reasonably approximating that preceding disturbance, including, where appropriate, regrading and reseeding with grasses and other erosion-controlling vegetation, and repaving.

The Grantor, on behalf of itself, and its successors and assigns, hereby agrees that it shall not erect any buildings and improvements upon or over the Easement Area in such a manner to materially interfere with the ability of the Grantee to exercise its rights hereunder.

The Grantee shall have the sole responsibility for the construction, installation, maintenance, repair, removal and replacement of any and all improvements in the Easement Area and, for itself, its successors and assigns, agrees to indemnify and hold the Grantor, its successors and assigns, harmless from and against any and all liability arising out of the construction, installation, maintenance, repair, and replacement of the improvements constructed in the Easement Area.

This Easement shall be binding upon and inure to the benefit of the parties and their respective successors in title, successors and assigns.

The foregoing Easement is granted subject to the condition that neither the Grantor nor its successor in title, nor their respective successors and assigns, shall be liable for any taxes or other assessments relating to the construction of the North Southwood Drive Extension to Tinker Road or any related improvements, including, without limitation, any sidewalks.

The foregoing easement is not exclusive (a) to the extent that such easement is conveyed subject to such other easements of record as may lie under or upon the Easement Area, and (b) to

the extent that the Grantor reserves to itself, and its successors and assigns, the right to convey such other utility or access easements as shall not materially interfere with the rights conveyed herein.

**IN WITNESS WHEREOF**, the Grantor has caused Elizabeth A. Wade, its Managing Member, to set her hand and to affix the corporate seal, this \_\_\_\_\_ day of September, 2005.

M'nD Properties, L.L.C.

By: \_\_\_\_\_  
Elizabeth A. Wade, Managing Member

STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH, SS.

On this \_\_\_\_\_ day of September, 2005, before me, the undersigned officer personally appeared Elizabeth A. Wade, who acknowledged herself to be the Managing Member of M'nD Properties, L.L.C., a limited liability company, and that she, as such Managing Member, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by herself as Managing Member.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public/Justice of the Peace  
My Commission Expires

City of Nashua hereby accepts the easement rights granted herein and agrees to be bound by the terms and conditions of this Easement Deed.

The City of Nashua

By: \_\_\_\_\_  
Print Name  
Its

STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH, SS.

On this \_\_\_\_\_ day of September, 2005, before me, the undersigned officer personally appeared \_\_\_\_\_, who acknowledged himself to be the \_\_\_\_\_ of the City of Nashua, and that he, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public/Justice of the Peace  
My Commission Expires