

PENNICHUCK WATER SPECIAL COMMITTEE

MAY 17, 2023

7:15 PM or directly after the Finance Committee meeting

Aldermanic Chamber

ROLL CALL

PUBLIC COMMENT

COMMUNICATIONS

UNFINISHED BUSINESS

NEW BUSINESS – RESOLUTIONS

R-23-123

Endorsers: Alderman Patricia Klee
Alderman-at-Large Michael B. O'Brien, Sr.
Alderman-at-Large Melbourne Moran, Jr.
Alderman Richard A. Dowd
Alderman-at-Large Gloria Timmons
Alderman-at-Large Lori Wilshire

**AUTHORIZING THE GRANTING OF AN EASEMENT TO PENNICHUCK WATER WORKS, INC. FOR THE
CONSTRUCTION AND MAINTENANCE OF A WATER LINE**

NEW BUSINESS – ORDINANCES

GENERAL DISCUSSION

PUBLIC COMMENT

REMARKS BY THE ALDERMEN

ADJOURNMENT



RESOLUTION

AUTHORIZING THE GRANTING OF AN EASEMENT TO PENNICHUCK WATER WORKS, INC. FOR THE CONSTRUCTION AND MAINTENANCE OF A WATER LINE

CITY OF NASHUA

In the Year Two Thousand and Twenty-Three

RESOLVED by the Board of Aldermen of the City of Nashua to authorize the granting of an easement to Pennichuck Water Works, Inc. for a water line to be constructed and maintained on land in Greeley Park extending from Bartlett Avenue. The easement will be conveyed from the City by Easement Deed substantially similar to the attached.

LEGISLATIVE YEAR 2023

RESOLUTION:

R-23-123

PURPOSE:

Authorizing the granting of an easement to Pennichuck Water Works, Inc. for the construction and maintenance of a water line

SPONSOR(S):

Alderman Patricia Klee

**COMMITTEE
ASSIGNMENT:**

**Pennichuck Water Special Committee
Planning Board
Greeley Park Advisory Committee**

FISCAL NOTE:

None

ANALYSIS

This resolution authorizes the granting of a construction and maintenance easement to Pennichuck Water Works, Inc. for a water line to be constructed on land in Greeley Park extending from Bartlett Avenue.

Charter §77 provides that the Planning Board “shall review and make recommendations to the mayor and board of aldermen on all locations for proposed municipal building and facilities, including educational, [and] on the purchase and sale of any land by the city.”

This legislation should also be referred to the Greeley Park Advisory Committee per NRO §12-41.

Approved as to form:

Office of Corporation Counsel

By: /s/Celia K. Leonard

Date: May 3, 2023

EASEMENT DEED

The **City of Nashua**, a municipal corporation with an address of 229 Main Street, Nashua, New Hampshire, 03060 (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 Walnut Street in the City of Nashua, Hillsborough County, State of New Hampshire, 03060, and its successors and assigns forever (hereinafter called the "Grantee"), with **QUITCLAIM COVENANTS**, the perpetual 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 described as follows (the "Land").

A Proposed 20-Ft Wide Water Main Easement that is located 10 feet to either side of the 10" water main shown on a certain tract or parcel of land in said Nashua, NH, as shown on a plan of land entitled "off-site Utility Plan, Bella Estates, Tax Map 57, Lot 3 (17 Bartlett Avenue, Nashua, New Hampshire);" dated April 10, 2023, prepared by Fieldstone Land Consultants, PLLC, being recorded in the Hillsborough County Registry of Deeds as Plan # _____ (the "Plan").

The perpetual right to lay, construct, install, operate, maintain, repair, replace and remove underground pipes, ducts, conduits, and such pumping equipment (if any), and other appurtenances as are shown on the Plan for water distribution purposes (together the "Equipment").

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 persons 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 on the Land as and to such extent as is necessary to prevent material harm to the 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 to provide service.

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 the Equipment and (ii) that they shall not alter the grade of the Land as such grade exists at the time of the installation of the 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 the 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 the Equipment as a result of such excavation or grading, the Grantor will pay the cost of repair to, or replacing of the Equipment as the case may be.

Grantee will not unreasonably withhold its consent to Grantor's request from time to time for changes in the location of the Equipment, provided that Grantor shall pay for the costs of such changes, and provided also that such changes shall not materially interfere with the use and operation of the water systems which are the subject hereof.

This Easement Deed supersedes the location of the water line easement only, which Grantee reserved in the Deed to the Grantor dated December 26, 1918 and recorded at the Hillsborough County Registry of Deeds at Book 763, Page 633. The remainder of the rights Grantee reserved in said Deed remain in full force and effect.

Meaning and intending to convey a portion of the same property conveyed to Grantor by deed dated December 26, 1918, recorded at the Hillsborough County Registry of Deeds at Book 763, Page 633.

This Easement Deed is authorized by Resolution R-23-_____, which was duly passed by the City of Nashua, New Hampshire Board of Alderman on _____, 2023.

Grantor, the City of Nashua, is exempt from the Real Estate Transfer Tax pursuant to NH Rev 802.03(a).

Signature page follows.

Executed this ___ day of _____, 2023.

City of Nashua

Witness

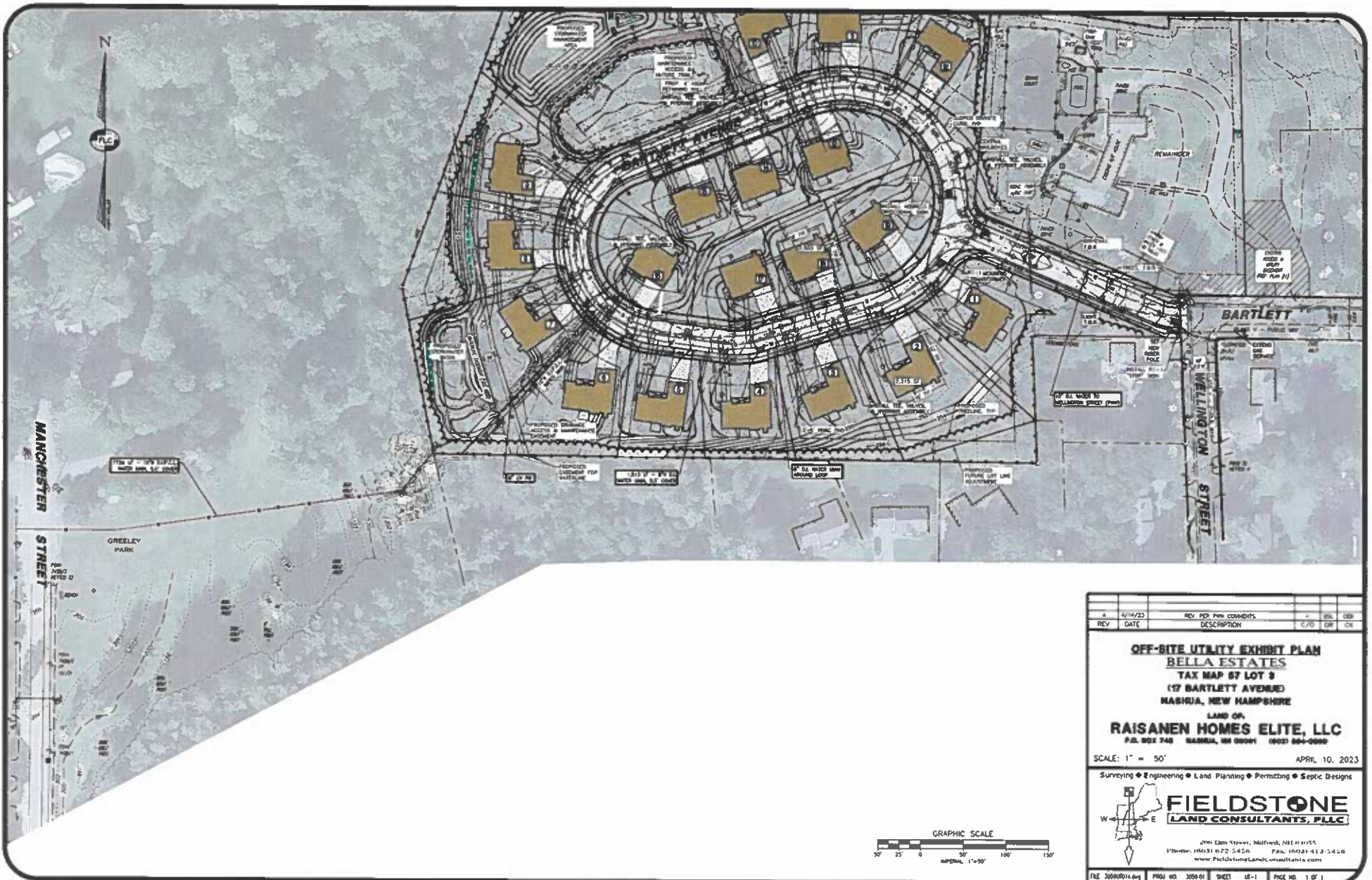
James W. Donchess, Mayor
Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

On this the _____ day of _____, 2023, before me, the undersigned officer, personally appeared the above-named James W. Donchess, Mayor of The City of Nashua, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purpose herein contained.

Before me:

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



REV	DATE	DESCRIPTION	BY	CHK
1	4/14/23	REV P2D PER COMMENTS	CLD	CLD

OFF-SITE UTILITY EXHIBIT PLAN
BELLA ESTATES
TAX MAP 87 LOT 8
(17 BARTLETT AVENUE)
NASHUA, NEW HAMPSHIRE

LAND OF:
RAISANEN HOMES ELITE, LLC
 P.O. BOX 748 NASHUA, NH 03001 603-884-0880

SCALE: 1" = 50' APRIL 10, 2023

Surveying • Engineering • Land Planning • Permitting • Septic Designs

FIELDSTONE
LAND CONSULTANTS, PLLC

210 Elm Street, Milford, NH 03055
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 www.FieldstoneLandConsultants.com

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