



## RESOLUTION

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

### *CITY OF NASHUA*

*In the Year Two Thousand and Fourteen*

**RESOLVED** by the Board of Aldermen of the City of Nashua to authorize granting of a construction, utilization and maintenance easement to Pennichuck Water Works, Inc. for a waterline to be constructed in a fifteen foot alleyway between Park Street and Pearson Avenue, substantially the same as the attached easement deed and as shown on the attached plan.

**LEGISLATIVE YEAR 2014**

**RESOLUTION:** R-14-073

**PURPOSE:** Authorizing the granting of an easement to Pennichuck Water Works, Inc. for construction, utilization and maintenance of a waterline.

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

**COMMITTEE  
ASSIGNMENT:**

**FISCAL NOTE:** None

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**ANALYSIS**

This resolution authorizes the granting of a construction, utilization and maintenance easement to Pennichuck Water Works, Inc. for a new waterline in a fifteen foot alleyway between Park Street and Pearson Avenue. This resolution should be referred to the Board of Public Works.

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

**By:**  \_\_\_\_\_

**Date:** September 4, 2014

## **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, shown as Proposed Water Easement "A" on plan entitled "Easement Plan (Map 33, Lots 72,74,75 & 93), Park Street to Pearson Avenue, Nashua, New Hampshire, prepared for Pennichuck Water Works, Record Owners: City of Nashua and Fumee Bleue, LLC", dated 14 August 2014 by Hayner/Swanson, Inc. (the "Land") and further bounded and described as follows:

Commencing at the point of intersection of the northerly sideline of Park Street with the easterly sideline of Main Street, thence  
N88°52'38"E by said northerly sideline of Park Street a distance of 83.61 feet to a spindle set, thence  
N02°00'05"W through land of Fumee Bleue, LLC a distance of 37.79 feet to the point of beginning at land of the City of Nashua, thence  
N02°00'05"W through land of the City of Nashua a distance of 70.66 feet a spindle set on the southerly sideline of Pearson Avenue, thence  
N88°52'38"E by said southerly sideline of Pearson Avenue a distance of 15.00 feet to a spindle set, thence  
S02°00'05"E through land of the City of Nashua a distance of 72.79 feet to a point at land of Fumee Bleue, LLC, thence  
S87°59'55"W a distance of 7.50 feet, thence,  
N02°00'05"W a distance of 2.35 feet, thence

S87°59'55"W a distance of 7.50 feet to the point of beginning. The prior 3 courses being along land of the Fumee Bleue, LLC. and also being the along the northerly terminus of proposed Water Easement "B" through said land of Fumee Bleue, LLC. Containing an area of 1,076 s.f., more or less.

Also included in the Land is the land where Proposed Water Easement "B" is shown on said Easement Plan, to the extent Grantor has an ownership interest or rights in said land. Proposed Water Easement "B" is further bounded and described as follows:

Commencing at the point of intersection of the northerly sideline of Park Street with the easterly sideline of Main Street, thence  
N88°52'38"E by said northerly sideline of Park Street a distance of 83.61 feet to a spindle set at the point of beginning, thence  
N02°00'05"W through land of Fumee Bleue, LLC a distance of 37.79 feet to land of the City of Nashua, thence  
N87°59'55"E a distance of 7.50 feet, thence,  
S02°00'05"E a distance of 2.35 feet, thence  
N87°59'55"E a distance of 7.50 feet to a point. The prior 3 courses being along land of the City of Nashua and also being along the southerly terminus of proposed Water Easement "A" through land of said City, thence  
S02°00'05"E through land of Fumee Bleue, LLC a distance of 35.66 feet to a drill hole set in a retaining wall on the northerly sideline of Park Street, thence  
S88°52'38"W by said northerly sideline of Park Street a distance of 15.00 feet to the point of beginning.  
Containing an area of 551 s.f., more or less

The above grant is limited to the extent Grantor has an ownership interest or rights in the 15 ft avenue between Park Street and Pearson Avenue as shown on said Easement Plan.

**SAID EASEMENT PLAN TO BE RECORDED AT THE HILLSBOROUGH COUNTY REGISTRY OF DEEDS.**

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 water lines over and across said Land. This conveyance is subject to the City of Nashua's Revised Ordinances, as amended from time to time, including, but not limited to Chapter 285, and Grantee shall comply with the same.

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.

Grantee shall remove or relocate at Grantee's sole expense any and all underground pipes, ducts, conduits and other appurtenances as the Grantee may have from time to time installed in the Land if Grantor requires such removal or relocation for City sewer pipes.

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 (except for claims or actions resulting from the breach of the above covenants or the negligence or intentional acts of Grantor or its successors or assigns).

Grantor's ownership interest and/or rights in the Land is described in deed of Dr. Ernest L. Allen and Marilyn Allen dated December 4, 1970 and recorded in Hillsborough County Registry of Deeds at Book 2106, Page 241 and deed of Adolph D. Theriault dated January 12, 1925 and recorded in Hillsborough County Registry of Deeds at Book 841, Page 391.

The Grantor herein is exempt from transfer tax pursuant to NH Rev 802,03(a).

IN WITNESS WHEREOF, the City of Nashua has caused this Easement Deed to be duly executed this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**CITY OF NASHUA**

By: \_\_\_\_\_  
Name: Donnalee Lozeau, duly authorized  
Title: Mayor

**STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH**

On this \_\_\_\_\_ day of \_\_\_\_\_, 2014 personally appeared the above-named Donnalee Lozeau as Mayor 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 she executed the same as 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:

