



CITY OF NEW BEDFORD

JONATHAN F. MITCHELL, MAYOR

July 7, 2017

City Council President Joseph Lopes
Honorable Members of the City Council
City Hall
New Bedford, MA 02740

Dear Council President Lopes and Honorable Members:

I am submitting herewith for your consideration a proposed Order granting a utility easement to Verizon New England, Inc. and Nstar Electric Company d/b/a Eversource Energy for the purpose of providing utilities over the premises constituting a portion of the property dedicated to the Irwin M. Jacobs Elementary School and located at Assessors Map 13, Lot 122.

The easement is necessary to supply utilities on the premises.

There is no consideration for this grant and no expense to the city. The utilities will service the new Irwin M. Jacobs Elementary School.

Thank you for your assistance in this matter.

Very truly yours,

Jonathan F. Mitchell, Mayor

Enc: Proposed Order



CITY OF NEW BEDFORD

CITY COUNCIL

July 20, 2017

Ordered, that the grant of a utility easement to Verizon New England, Inc. and Nstar Electric Company d/b/a Eversource Energy and for the purpose of providing utilities over the premises constituting a portion of the property dedicated to the Irwin M. Jacobs Elementary School and located at Assessors Map 13, Lot 122 as described on the document enclosed herewith entitled "EASEMENT PLAN-Emma Street-Assessors Map 13, Lot 122, New Bedford, Massachusetts, dated January 30, 2017, Scale: 1"=10', prepared for City of New Bedford by Farland Corp. be and is hereby granted.

#33 EMERY ST, NEW BEDFORD, HANNIGAN SCHOOL
EWO# 4A0NB7L
UG FACILITIES

EASEMENT

KNOW ALL MEN BY THESE PRESENTS that **The City of NEW BEDFORD**, a Massachusetts municipal corporation with a usual place of business at 133 Williams Street, New Bedford, Bristol County, Massachusetts, (hereinafter "Grantor") in consideration of \$1 and other mutual covenants herein contained, hereby grants to **Verizon New England, Inc.** a New York Corporation having its principal place of business at 125 High Street, Oliver Towers, Floor 7, Boston, Massachusetts 02110 and **NSTAR Electric d/b/a Eversource Energy**, having its principal place of business at 800 Boylston Street, Boston, Massachusetts 02199, together with their successors and assigns as tenants in common, (hereinafter "Grantees"), a non-exclusive right, privilege and easement for the sole purpose of locating, relocating, erecting, constructing, reconstructing, installing, operating, maintaining, patrolling, inspecting, repairing, replacing, altering, extending, and/or removing one or more overhead and/or underground cables and lines for the transmission and/or distribution of communication, by electricity and / or fiber optics and the transmission and /or distribution of electricity to include any necessary manholes, handholes, conduit, foundations, transformers equipment, poles, appurtenances and attachments incidental thereto for all the above purposes within, along, under and across the hereinafter described portion of Grantor's land.

Said Grantor's land is situated on the Northerly side of Emery Street, City of New Bedford and further described and identified as Parcel 122 of Map 13 of the New Bedford Assessors records. Said property is further described in a plan entitled Plan for Condemnation of Land for Municipal Purposes, dated July 25, 1917, prepared by the New Bedford Engineering Department and recorded in the Bristol County South District Registry of Deeds in Plan Book 16, Page 58. For Grantor's title see Deed dated August 7, 1917, recorded in the aforementioned Registry of Deeds in Public Improvement Book 3, Page 13.

The herein granted right and easement is more particularly described as that certain strip of land situated within and along the portion of said Grantor's land for Grantee to install the necessary poles, cables, wires, conduit, equipment and facilities as described above to be owned, operated and maintained by said Grantee for the transmission and distribution

Return To: Verizon New England, Inc.
Daryl Crossman
Rights of Way
385 Myles Standish Blvd.
Taunton MA 02780

of intelligence and communication by electricity or otherwise to various equipment located within Grantor's property. It is also agreed that any poles, conduit, manholes, cables, lines, equipment and appurtenant facilities and each and every part thereof, whether fixed to the realty or not, shall be and remain the property of the Grantee, its successors and assigns, as its interest appears.

The easement conveyed herein (the Easement Area) is shown on the plan entitled : "EASEMENT PLAN-Emma Street-Assessors Map 13, Lot 122, New Bedford, Massachusetts, dated January 30, 2017, Scale: 1"=10", prepared for City of New Bedford by Farland Corp., a copy of which is attached hereto as **EXHIBIT "A"** and incorporated herein.

Said Easement and Easement Area is described further by metes and bounds on **EXHIBIT "B"** which also is attached hereto and incorporated herein.

1. It is agreed that the exact location of the facilities shall be established by the installation and placements of said facilities within said Easement Area. It is mutually agreed that the parties shall not unreasonably interfere with each other's use of the Easement Area, Grantor shall have the right to use the Easement Area herein granted for any purpose not inconsistent with the rights granted to Grantee hereunder.
2. Upon the request of the Grantor, Grantee agrees to relocate the Easement Area and all facilities thereon or thereunder to another portion of Grantor's land, provided that (i) the proposed new easement area is reasonably adequate for the Grantee's purposes and is mutually satisfactory to both parties; and (ii) Grantor shall pay all costs of such relocation and obtain all necessary permits and approvals therefore.
3. If at any time Grantee shall do or cause to be done, any damage as the result of Grantee's construction, installation, excavation, maintenance, repair, replacement, reconstruction or relocation activities as permitted hereunder, Grantee, at its sole cost and expense, shall restore said damaged area to the same condition that existed just prior to such damage.
4. Grantee shall have the right of ingress and egress to pass by foot or motor vehicle of any type over the herein-mentioned premises of the Grantor insofar as the same is necessary for the purposes stated herein to exercise the rights set forth herein; provided that such passage shall not unreasonably interfere with Grantor's ingress and egress.
5. If and/or when telephone or telecommunication service is no longer required to serve the telecommunications tower, equipment, and equipment shelters located within Grantor's premises, it is agreed that the Grantee shall notify the Grantor in writing, within ninety days of such occurrence. It is further agreed that the Grantee, as soon as possible

thereafter shall execute and deliver unto the Grantor, a Release of Easement relinquishing and releasing any and all rights, privileges and easement granted hereunder.

6. The Grantee shall have the right to trim and cut trees and underbrush and, if necessary, completely remove trees and underbrush in the Easement Area to the extent necessary to operate and maintain the equipment and to prevent damage to the equipment or injury to Grantee's agents or employees.

7. Further, the Grantee shall have the right to connect the lines and equipment with the poles, conduits, cables and wires which are located or which may be placed upon and under the public ways or streets within, adjacent or contiguous to Grantor's land provided that the lines and equipment shall service Grantor's land only.

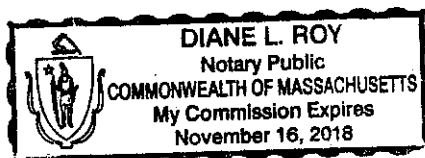
IN WITNESS WHEREOF, the CITY OF NEW BEDFORD, acting by and through its Mayor, JONATHAN F. MITCHELL, has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf this 13th day of July, 2017.

CITY OF NEW BEDFORD

JONATHAN F. MITCHELL, Mayor

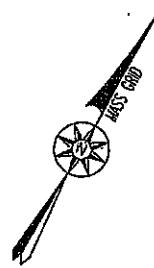
COMMONWEALTH OF MASSACHUSETTS

On this 13th day of July, 2017, before me, the undersigned notary public, personally appeared JONATHAN F. MITCHELL, Mayor of the City of New Bedford, proved to me through satisfactory evidence of identification, which was personally known, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose as Mayor of the City of New Bedford, before me.

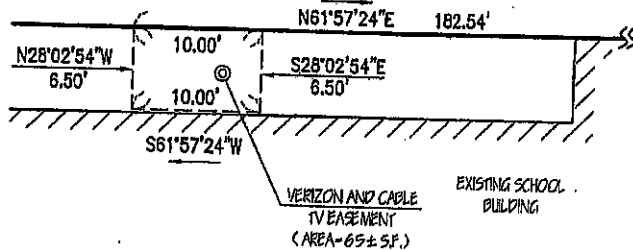


Diane L Roy
Notary Public Signature

My Commission Expires: Nov. 16, 2018



EMMA ~PUBLIC - 50' WIDE~ STREET



PARCEL ID: 13-36
NIF
V S H REALTY,
INC.

PARCEL ID: 13-3 & 122
NIF
JOHN HANNINGAN
SCHOOL
CITY OF NEW BEDFORD

COPYRIGHT © 2017 FARLAND CORP. ALL RIGHTS RESERVED.
NO PART OF THIS DOCUMENT MAY BE REPRODUCED, STORED IN A RETRIEVAL SYSTEM, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC,
MECHANICAL, PHOTOCOPYING, RECORDING OR OTHERWISE, WITHOUT THE EXPRESS WRITTEN CONSENT OF FARLAND CORP.
ANY MODIFICATIONS MADE TO THIS DOCUMENT WITHOUT THE WRITTEN PERMISSION OF FARLAND CORP. SHALL RENDER IT INVALID AND UNUSABLE.

EASEMENT PLAN

EMMA STREET

ASSESSORS MAP 13 LOT 3 & 122
NEW BEDFORD, MASSACHUSETTS



www.FarlandCorp.com

401 COUNTY STREET
NEW BEDFORD, MA 02740
P.508.717.3479
OFFICES IN:
•TAUNTON
•MARLBOROUGH
•WARWICK, RI



PREPARED FOR:
CITY OF NEW BEDFORD
131 WILLIAMS STREET
NEW BEDFORD, MA, 02740

SCALE: 1"=10'
JANUARY 30, 2017
JOB NO: 14-630

Exhibit "A"

EXHIBIT "B"

Verizon and Cable TV
Easement

Beginning at a point in the southerly line of Emma Street at the northwest corner of the easement to be described. Said point being S 61°-57'-24" W a distance of one hundred eighty-two and 54/100 (182.54') from the northeast corner of the school property and the northwest corner of land now or formerly of V S H realty, Inc., thence;

In line of Emma Street, N 61°-57'-24" E a distance of ten and 00/100 (10.00') feet to corner, thence;

S 28°-02'-54" E a distance of six and 50/100 (6.50') feet to corner, thence;

S 61°-57'-24" W a distance of ten and 00/100 (10.00') feet to a corner, thence;

N 28°-02'-54" W a distance of six and 50/100 (6.50') feet to Emma Street and the point of beginning. Said easement contains 65 square feet.