



**CITY OF NEW BEDFORD**

**JONATHAN F. MITCHELL, MAYOR**

December 10, 2020

Council President Joseph P. Lopes.  
Members of the City Council  
City Hall  
133 William Street  
New Bedford, MA 02740

Re: Easement from Beta Realty, LLC to City of New Bedford  
209 Theodore Rice Boulevard

Dear Council President Lopes and Honorable Members:

I am submitting herewith for your consideration, a proposed Order authorizing the City of New Bedford to accept an easement from Beta Realty, LLC in consideration of One Dollar (\$1.00) payable to Beta Realty, LLC by the City of New Bedford in substantially the same form as attached hereto. The easement authorizes the City of New Bedford to install and maintain drainage pipes or equipment on said land located at 209 Theodore Rice Boulevard, New Bedford, MA.

Very truly yours,

Jonathan F. Mitchell  
Mayor

JFM/lp  
enc.



# CITY OF NEW BEDFORD

## CITY COUNCIL

January 14, 2021

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***Ordered,*** that the City of New Bedford accept an easement from Beta Realty, LLC in consideration of One Dollar (\$1.00) payable to Beta Realty, LLC by the City of New Bedford in substantially the same form as attached hereto. The easement authorizes the City of New Bedford to install and maintain drainage pipes or equipment on said land located at 209 Theodore Rice Boulevard, New Bedford, MA.

## **DRAINAGE EASEMENT**

KNOW ALL MEN BY THESE PRESENTS THAT, **Beta Realty, LLC** ("Grantor"), a Massachusetts limited liability company having an address at 280 Ayer Road, Harvard, Massachusetts 01451, for consideration of ONE (\$1.00) DOLLAR paid, grants to the **City of New Bedford**, a municipal corporation, with an address at 133 William Street, New Bedford, Massachusetts 02470 (hereinafter called the "Grantee"), with quitclaim covenants, for the purpose of providing a drainage easement as described in **EXHIBIT "A"** attached hereto and incorporated herein by reference, the perpetual right of access and easement to construct, locate, relocate, erect, reconstruct, install, lay, dig-up, operate, maintain, inspect, repair, alter or remove one or more drainage pipes or lines and any other utility apparatus, equipment and fixtures deemed necessary for the purposes set forth above (hereinafter, "utilities") as the Grantee may from time to time desire along, upon, across and over the land of the Grantor situated in the City of New Bedford, Bristol County, Massachusetts, described as follows:

### **SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE**

The Grantee shall further have all other rights and benefits that it deems necessary for the full implementation and use of the rights herein granted, including but not limited to, the right to remove and clear all rocks, trees, brush, limbs, structures and other obstructions which in the opinion of the Grantee might interfere with rights herein granted, and the right to pass along the land of the Grantor for all the above purposes.

The Grantee, by its acceptance of the rights granted under this Easement, agrees to indemnify and hold the Grantor harmless from and against any and all claims, liabilities, loss, cost and expense and damage, including reasonable attorneys' fee, arising in connection with the exercise of any of the Grantee's rights hereunder, including the exercise of those rights by anyone on behalf of the Grantee.

Any construction or other activities conducted hereunder by the Grantee shall be conducted in compliance with all applicable laws, ordinances and regulations, and the Grantee shall obtain all license and permits required by applicable governmental authority for the exercise of its rights hereunder and promptly provide copies of the same to Grantor. The Grantee shall exercise its rights under this Easement in such a manner as to violate the terms of any licenses or permits required or issued by applicable

governmental authority with respect to the Premises or any activity of Grantor on the Premises. In the event the Grantee is required to remove landscaping or paving or otherwise damage the Premises in the exercise of its rights hereunder, the Grantee shall, at its sole expense, replace such landscaping or paving or substantially restore such damage to the satisfaction of the Grantor, in their reasonable discretion. All work performed by the Grantee hereunder shall be done in a good workmanlike manner.

After installation, construction or repair has been completed and in each instance, the surface of the land shall be restored to a condition as good as existed prior to such construction or occupancy.

Reserving to the Grantor, its respective successor and assigns, the right to pass and re-pass over the land subject to this easement on foot and with vehicles and to use the surface of the land for any purpose which will not endanger the said utilities or otherwise obstruct the Grantee's use of this easement.

The rights and obligations provided for herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns, and shall run with the land of the Grantor.

As used herein, the "Grantor" shall mean the Grantor and its respective successors and assigns.

For Grantor's title, see Deed recorded in the Bristol County (S.D.) Registry of Deeds in Book 12310, Page 189.

**PROPERTY ADDRESS: 209 Theodore Rice Boulevard, New Bedford, MA**

In witness whereof, the Grantor has hereunto set its hand and seal this 3<sup>RD</sup> day of June, 2020

Signatures are on the following pages.

Grantor:

Beta Realty, LLC

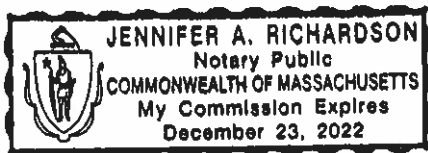
By: 


Donald P. Higgins, Jr., Manager and  
Authorized Person

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

On this 3<sup>rd</sup> day of June, 2020, before me, the undersigned Notary Public, personally appeared Donald P. Higgins, Jr., Manager and Authorized Person of Beta Realty, LLC, proved to me through satisfactory evidence of identification, which were MA Drivers License, to be the person whose name is signed on the preceding or attached document in my presence, and acknowledged to me that he signed it voluntarily for its stated purpose in such capacity.

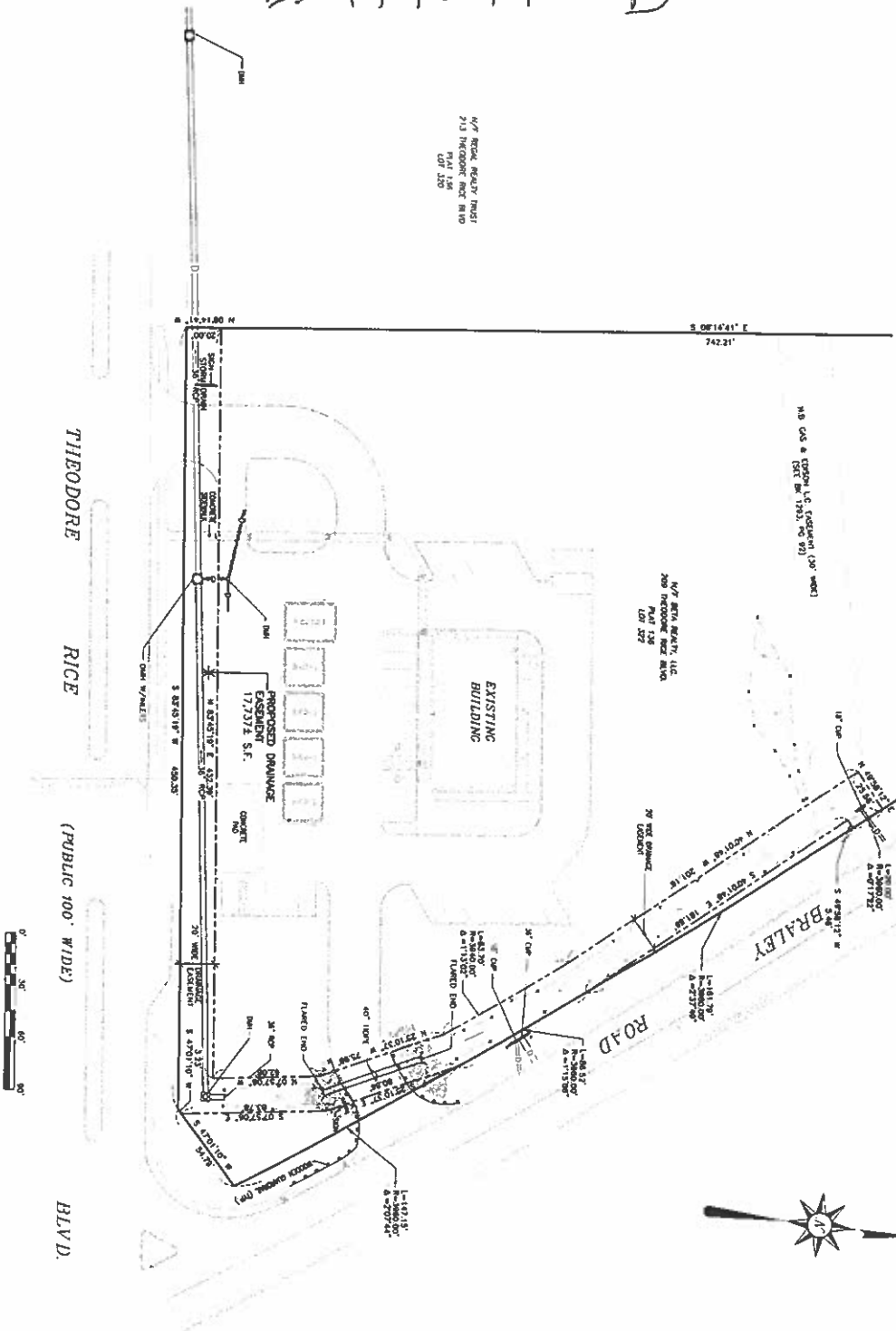
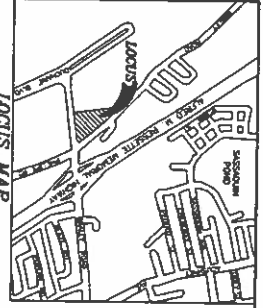


  
Notary Public Jennifer A. Richardson  
My Commission Expires:  
December 23, 2022

**EXHIBIT "A"**

BEING shown as "Proposed Drainage Easement 17,737 +/- S.F." on DRAINAGE EASEMENT PLAN, dated June 3, 2020 and prepared by Sitec Civil and Environmental Engineering, , a copy of which is attached hereto as **EXHIBIT "B"**.

# EXHIBIT B



N/T REED REALTY TRUST  
213 THEODORE RD NW  
LOT 150

N/T REED REALTY, LLC  
209 THEODORE RD NW  
LOT 107

N/S GUS & TERRY L.C. (EASEMENT) (20' wide)  
LOT 108 & 109

**SITEC**  
SITING, INC.  
10000 S. 100th Ave.  
Suite 100  
Oklahoma City, OK 73154  
Tel: (405) 998-7334

PREPARED BY  
JUNE 03, 2020

**EXHIBIT A  
DRAINAGE EASEMENT  
IN  
NEW BEDFORD, MA**

PREPARED FOR  
**SOUTH COAST DEVELOPMENT, LLC**



I HEREBY CERTIFY THAT THE PLAN HAS BEEN PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE SURVEYING BOARD OF THE STATE OF OKLAHOMA.  
**James L. Sweet**  
DATE: 6/14/2020