



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 New Bedford Housing Authority to City of New Bedford
Acushnet Avenue & Manuel E. Costa Sr. Memorial Way

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 the New Bedford Housing Authority in consideration of \$1.00 payable to New Bedford Housing Authority by the City of New Bedford. The easement authorizes the City of New Bedford to install and maintain sewer pipes on land shown as a **SEWER EASEMENT** containing 292 SF on a plan entitled: "SEWER EASEMENT PLAN" Acushnet Avenue & Manuel E. Costa. Sr. Memorial Way, Assessors Map 42 – Lot 26, New Bedford, MA, Scale: 1"=10', Date: October 19, 2020, by AVT Associates Civil Engineering & Surveying, a copy of which is attached hereto as Exhibit "B".

Very truly yours,

Jonathan F. Mitchell
Mayor

JFM/lp
enc.



CITY OF NEW BEDFORD

CITY COUNCIL

January 14, 2021

Ordered, that the City of New Bedford accept an easement from the New Bedford Housing Authority in consideration of One Dollar (\$1.00) payable to New Bedford Housing Authority 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 sewer pipes on land shown as a **SEWER EASEMENT** containing 292 SF on a plan entitled: "SEWER EASEMENT PLAN" Acushnet Avenue & Manuel E. Costa. Sr. Memorial Way, Assessors Map 42 – Lot 26, New Bedford, MA, Scale: 1"=10', Date: October 19, 2020, by AVT Associates Civil Engineering & Surveying, a copy of which is attached hereto as Exhibit "B".

EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT, the **NEW BEDFORD HOUSING AUTHORITY**, a public body corporate duly created and existing pursuant to Massachusetts General Laws Chapter 121B with an address of 700 Pleasant Street, 5th Floor, New Bedford, Massachusetts 02740 (hereinafter called the "GRANTOR") 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 02740 (hereinafter called the "GRANTEE"), with quitclaim covenants, for the purpose of providing a sewer easement, 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 sewer pipes or lines and any other utility apparatus, equipment and fixtures deemed necessary for the purposes specified 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 "A" 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 the 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, expense and damage, including reasonable attorneys' fees, 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 licenses 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 not 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 that 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 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, their successors 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 and include the GRANTOR and their successors and assigns.

For title see Book 1188, Page 392, recorded with the Bristol County (S.D.) Registry of Deeds.

IN WITNESS WHEREOF the GRANTOR has hereunto set its hand and seal on November 18 2020.

GRANTOR:

New Bedford Housing Authority

Wendy Mendoza-Rivera
Witness

Steven A. Beauregard
Steven A. Beauregard, its
Executive Director and Authorized Signatory

COMMONWEALTH OF MASSACHUSETTS

Bristol, ss

November 18, 2020

Then personally appeared the above-named Steven A. Beauregard, its Executive Director and Authorized Signatory, proved to me through satisfactory evidence of identification, which was a Massachusetts Driver's License, to be the person whose name is signed on the within document, and acknowledged the foregoing Instrument to be his free act and deed, on behalf of the New Bedford Housing Authority, before me

[Signature]
Notary Public

My Commission Expires: 2-8-24

EXHIBIT "A"

BEING shown as a **SEWER EASEMENT** containing 292 SF on a plan entitled: "SEWER EASEMENT PLAN" Acushnet Avenue & Manuel E. Costa. Sr. Memorial Way, Assessors Map 42 – Lot 26, New Bedford, MA, Scale: 1"=10', Date: October 19, 2020, by AVT Associates Civil Engineering & Surveying, a copy of which is attached hereto as Exhibit "B". See also Plan recorded herewith.