



CITY OF NEW BEDFORD

JONATHAN F. MITCHELL, MAYOR

March 15, 2016

City Council President Linda Morad  
Honorable Members of the City Council  
City Hall  
New Bedford, MA 02740

Dear Council President Morad and Honorable Members:

I am submitting herewith for your consideration a proposed Order granting a utility easement to Nstar Electric Company d/b/a Eversource Energy and Verizon New England, Inc. for the purpose of distribution of electricity over the premises located at 71 Portland Street, New Bedford, Massachusetts, said premises constituting a portion of the property dedicated to the Taylor-Sealab Elementary School and located at Assessors Map 6, Lot 81.

The easement is necessary to locate utilities on the premises, including a transformer.

There is no consideration for this grant and no expense to the city. The utilities will service the new Taylor-Sealab 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

March 22, 2016

**Ordered**, that the grant of a utility easement to Nstar Electric Company d/b/a Eversource Energy and Verizon New England, Inc. for the purpose of distribution of electricity over the premises located at 71 Portland Street, New Bedford, Massachusetts, said premises constituting a portion of the property dedicated to the Taylor-Sealab Elementary School and located at Assessors Map 6, Lot 81 as described on the document enclosed herewith entitled "EASEMENT" and as shown on a plan entitled "EASEMENT PLAN, 71 Portland Street, Assessors Map 6, Lot 81, New Bedford, Massachusetts" drawn by Farland Corp. and dated February 12, 2015, be and is hereby granted.

## EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that:

CITY OF NEW BEDFORD, a Municipal Corporation duly established under the laws of the Commonwealth of Massachusetts, whose address is 133 William Street, New Bedford, Massachusetts, 02740,

hereinafter referred to as the Grantor, for the nominal consideration of One Dollar (\$1.00), grants to

NSTAR ELECTRIC COMPANY, d/b/a Eversource Energy a Massachusetts corporation, having its principal place of business at 800 Boylston Street, Boston, Massachusetts 02199, its successors, assigns and licensees, and

VERIZON NEW ENGLAND, INC., a New York corporation, having a principal place of business at 125 High Street, Oliver Tower, Floor 7, Boston, Massachusetts 02110, its successors, assigns and licensees,

as tenants in common, hereinafter collectively referred to as the Grantees,

with quitclaim covenants, the right and easements (as more particularly described below) for utility poles, underground lines for distribution of electricity, and lines for control, relay and communication purposes over, across, upon and under a certain parcel of land owned by Grantor (the "Premises") located at 71 Portland Street, New Bedford, Massachusetts.

That certain parcel of land, situated in New Bedford, Bristol County, Massachusetts, shown as "Proposed 15' Wide Electric Easement" (Area=3,012 +/- S.F.) on a plan entitled: "EASEMENT PLAN-71 Portland Street-Assessors Map 6, Lot 81, New Bedford, Massachusetts, dated February 11, 2016, Scale: 1"=20', prepared for Mount Vernon Group Architects, Inc., by Farland Corp., a copy of which is attached hereto as **EXHIBIT "A"** and incorporated herein and as more particularly described on **EXHIBIT "B"** attached hereto and incorporated herein.

FOR TITLE see Deed dated June 8, 1828, and recorded on March 11, 1829 in Bristol County (S.D.) Registry of Deeds in Book 31, Page 224.

**Mail to: Eversource Energy, 180 MacArthur Drive, New Bedford, MA 02740 Attn: Donna Rosa**

The easement rights granted herein are more particularly described as the right, from time to time and within the Premises, to install, construct, reconstruct, alter, extend, operate, inspect, maintain, repair, replace and remove (a) utility poles and associated overhead wires, cables, insulators, fittings and fixtures, and all necessary cross-arms, guys, braces, foundations, anchors, and other supporting appurtenances deemed necessary by Grantee for the purposes specified above; (b) underground buried cables, conduits, pipes, splice boxes, hand-holes, wire distributing facilities, fixtures, appurtenances, service and lamp connections, with the wires and cables therein, and all necessary foundations, anchors, and other supporting appurtenances deemed necessary by Grantee for the purposes specified above; (c) above-ground pedestals, concrete pads, transformers, switchgear and apparatus cabinets with the necessary wires, cables, terminals, fixtures and appurtenances deemed necessary by Grantee for the purposes specified above (hereinafter (a) (b) and (c) are collectively referred to as "Equipment"), and (d) together with the right and easement to enter upon the Premises, including vehicular access for construction and maintenance purposes, as may be necessary from time to time for all of the foregoing purposes, utilizing existing paved ways and parking areas on the Premises to the extent practicable.

All Equipment shall be installed in conformance with Grantee's "Information & Requirements for Electric Service," as issued by Grantee from time to time. Any Equipment installed by the Grantor shall be maintained by the Grantor, and if Grantor fails to repair or maintain such Equipment, Grantee reserves the right to do so at Grantor's sole cost and expense.

All Equipment shall be installed within the location shown as "Proposed 15' Wide Electric Easement" (Area=3,012 +/- S.F.) on said EASEMENT PLAN dated February 11, 2016 which is attached hereto as **Exhibit "B"** and incorporated herein.

Grantor may at any time, at its sole cost and expense, prepare and submit to Grantee for review and approval an "as built" plan of the Equipment in recordable form. Upon approval of such plan, and concurrently with the recording of such plan, the parties shall execute and record an amendment to this instrument, fixing the location of the easements granted hereunder to the locations and dimensions shown on such plan; provided, that Grantee shall have the right of access over the remainder of the Premises for all purposes contemplated by this agreement.

Grantor will not erect or permit any structures or obstructions which in the reasonable judgment of the Grantee might interfere with the safe operation and maintenance of the Equipment. Grantee shall have the right to cut down and keep trimmed all trees, bushes, underbrush and growth as the Grantee may from time to time deem reasonably necessary for the safe operation and maintenance of the Equipment.

All work by Grantor or Grantee under this Easement shall be done in a good and workmanlike manner by competent personnel or contractors, in conformity with all applicable permits, licenses, ordinances, laws and regulations, and free from any liens for labor or materials. The party performing the work shall be responsible for obtaining all applicable permits.

Except in the event of emergency, prior to commencing any work at the Premises, Grantee shall endeavor to provide Grantor with such notice as may be practicable under the circumstances, which may consist of telephone or other verbal notification.

The Grantee shall restore the surface of the Premises (by grading, paving or reseeding) wherever damaged by the Grantee by reason of its work as closely as reasonably practicable to the condition of such surface before such work.

In the conduct of all work, neither party shall unreasonably interfere with the business, operations or access of the other party, its employees, invitees or contractors, or any other person having an interest in the Premises.

Grantee shall have the right to connect the Equipment with its facilities located or which may be placed in private or public ways adjacent to the Premises. Grantee shall have the right to extend the lines from time to time, and the right to use the Equipment, to serve other customers of Grantee who may conveniently be served thereby.

Grantee shall indemnify, defend and hold harmless the Grantor, its successors and assigns, from and against any claim, cost, loss or liability incurred by Grantor for physical damage or injury resulting from the negligence or willful misconduct of the Grantee, its employees, agents and contractors in the conduct of the work at the Premises pursuant to this easement. Nothing herein shall be construed to impose on the Grantee any liability for indirect, consequential, punitive or other special damages.

Grantor may request that Grantee relocate any of the Equipment installed by the Grantee to another location on the Premises acceptable to the Grantee. Such relocation shall be at the sole cost and expense of the Grantor.

Grantor shall have the right to use the Premises, and the right to grant to others the right to use the Premises, for all purposes that do not unreasonably interfere with the rights granted to the Grantee hereby.

All Equipment installed within the Premises pursuant to this easement shall remain the property of the Grantee and Grantee shall pay all taxes assessed thereon.

This easement is executed pursuant to, and shall be subject to, the Grantee's Terms and Conditions of Service, as filed with and approved by the Massachusetts Department of Public Utilities from time to time.

IN WITNESS WHEREOF, THE CITY OF NEW BEDFORD has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by JONATHAN F. MITCHELL, its Mayor hereby duly authorized this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

CITY OF NEW BEDFORD

\_\_\_\_\_  
JONATHAN F. MITCHELL, Mayor

Approved as to Form and Legality:

\_\_\_\_\_  
Mikaela A. McDermott, City Solicitor

COMMONWEALTH OF MASSACHUSETTS

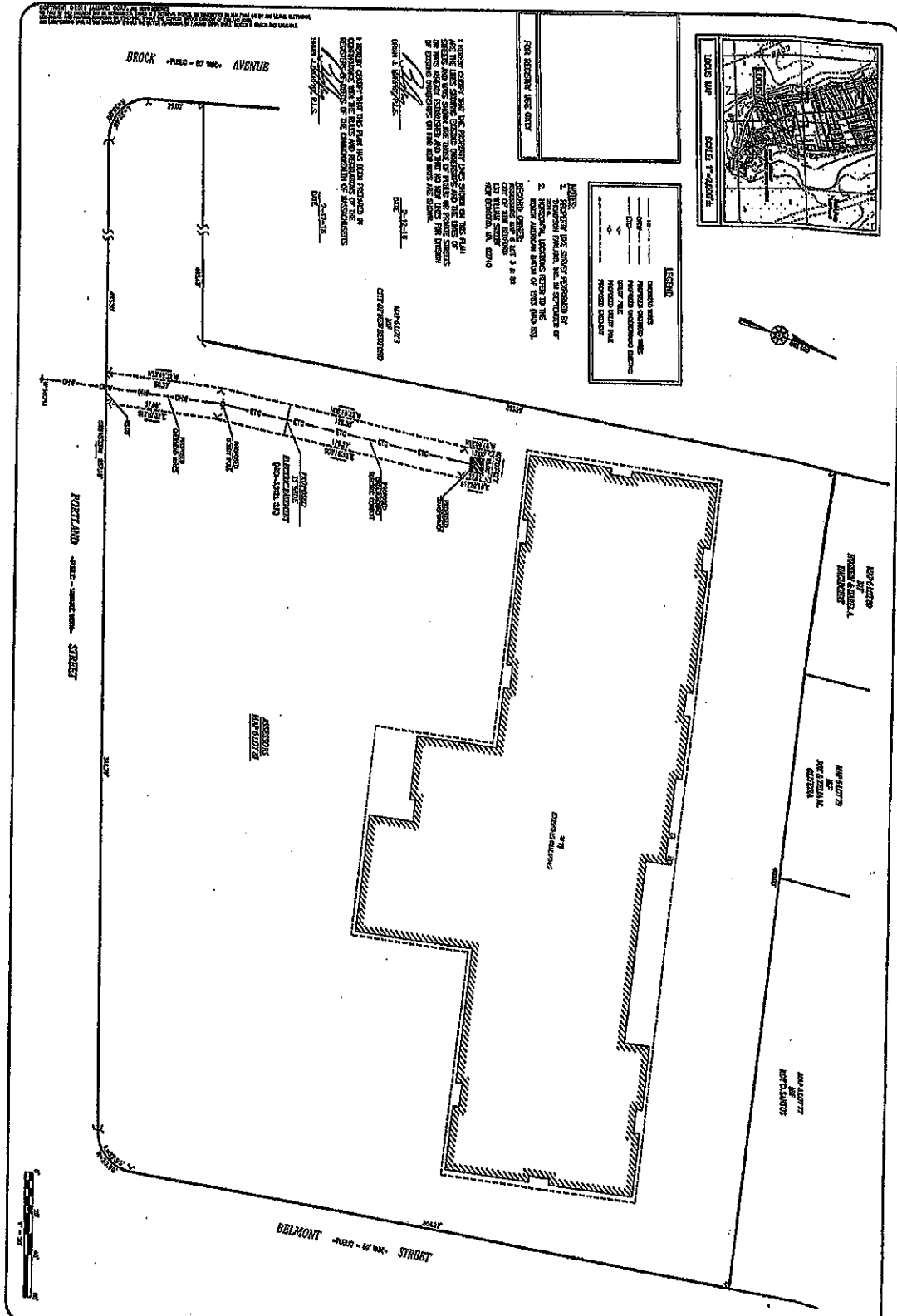
On this \_\_\_\_ day of \_\_\_\_\_, 2016, before me, the undersigned notary public, personally appeared JONATHAN F. MITCHELL, proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose as Mayor of the City of New Bedford, before me.

\_\_\_\_\_  
Notary Public Signature

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Print Notary Public Name

# EXHIBIT "A"



<p><b>EASEMENT PLAN</b>  <b>71 PORTLAND STREET</b>  <b>ASSESSORS MAP 6 LOT 81</b>  <b>NEW BEDFORD, MASSACHUSETTS</b></p>	<p>PREPARED BY:  <b>ROBERT VERMETT GROUP ARCHITECTS, INC.</b>          42 NORTH 2ND STREET          NEW BEDFORD, MA 02740</p>	<p><b>FARLAND CORP.</b></p>	<p><b>REVISIONS</b></p> <table border="1" style="width: 100%;"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	NO.	DATE	DESCRIPTION												
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<p>DATE: 10/11/11</p> <p>SCALE: 1" = 20'</p> <p>APP. NO. 11-033</p> <p>UNITS: DIMENSIONS</p>																		

EXHIBIT "B"

EASEMENT

A certain easement in New Bedford, Massachusetts being shown on a plan entitled "Easement Plan, 71 Portland Street, Assessors Map 6 Lot 81, New Bedford, Massachusetts, Dated February 12, 2016, by Farland Corp." and is further bounded and described as follows:

Beginning at a point on the northerly side of Portland Street, said point being 493.30 feet east from the point of curvature at the intersection of Brock Avenue;

Thence turning and running over land belonging to the City of New Bedford, N13°49'32"W, 60.37 feet to a point;

Thence running still over said City of New Bedford land N08°18'32"W, 126.38 feet to a point;

Thence running still over said City of New Bedford land, N12°59'18"W, 15.00 feet to a corner;

Thence turning and running, still over said City of New Bedford land, N77°00'42"E, 15.00 feet to a corner;

Thence turning and running still over said City of New Bedford land, S12°59'18"E, 15.61 feet to a point;

Thence running still over said City of New Bedford land, S08°18'32"E, 126.27 feet to a point;

Thence running still over said City of New Bedford land, S13°49'32"E, 57.96 feet to a corner and Portland Street;

Thence turning and running along said Portland Street, S69°45'33"W, 15.09 feet to the point of beginning.

Said easement contains 3,012 square feet, more or less.