RESOLUTION

AUTHORIZING THE GRANTING OF EASEMENTS TO PENNICHUCK WATER WORKS, INC. FOR THE CONSTRUCTION, UTILIZATION AND MAINTENANCE OF WATER LINES

CITY OF NASHUA

In the Year Two Thousand and Nineteen

RESOLVED by the Board of Aldermen of the City of Nashua to authorize granting of construction, utilization and maintenance easements to Pennichuck Water Works, Inc. for water lines to be constructed on land extending from Dumaine Avenue to Northwest Boulevard. The easements will be conveyed from the City by Easement Deeds substantially similar to the attached.
RESOLUTION: R-19-146

PURPOSE: Authorizing the granting of easements to Pennichuck Water Works, Inc. for the construction, utilization and maintenance of water lines

SPONSOR(S): Alderman-at-Large Lori Wilshire
Alderman Richard A. Dowd

COMMITTEE ASSIGNMENT:

FISCAL NOTE: None

ANALYSIS

This resolution authorizes the granting of construction, utilization and maintenance easements to Pennichuck Water Works, Inc. for water lines to be constructed on land extending from Dumaine Avenue to Northwest Boulevard.

Charter §77 provides that the Planning Board “shall review and make recommendations to the mayor and board of aldermen on all locations for proposed municipal building and facilities, including educational, [and] on the purchase and sale of any land by the city.”

Approved as to form: Office of Corporation Counsel

By: 

Date: MAY 23, 2019
EASEMENT DEED

KNOW ALL PERSONS BY THESE PRESENTS, that the City of Nashua, a municipal corporation, established by the laws of the State of New Hampshire, having its principal address at P.O. Box 2019 – 229 Main Street, City of Nashua, County of Hillsborough, State of New Hampshire, 03061 (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 County, State of New Hampshire, 03054, and its successors and assigns forever (hereinafter called the “Grantee”), with NO COVENANTS, the perpetual and exclusive right and easement more particularly described below, over, under and across a certain tract of land at Lot 18 of Map H (Nashua Airport Property) in the City of Nashua, County of Hillsborough, State of New Hampshire, 03063 more particularly bounded and described as follows:

A PROPOSED 20’ WIDE WATER LINE EASEMENT IN THE CITY OF NASHUA, COUNTY OF HILLSBOROUGH, STATE OF NEW HAMPSHIRE, BEING A PORTION OF EXISTING MAP H – LOT 18 AS SHOWN ON PLAN ENTITLED “EASEMENT PLAN (LOTS 647, 634, 577, 488, 18, 290 & 145 OF MAP H) DUMAINE AVENUE & OFF NORTHWEST BOULEVARD, NASHUA, NEW HAMPSHIRE” PREPARED FOR PENNICHUCK WATER WORKS, RECORD OWNERS: BOSTON & MAINE CORP, AUTAJON PACKAGING-BOSTON CORP., CITY OF NASHUA, FAT BOYS REALTY, LLC, DATED 20 FEBRUARY 2019, BY HAYNER/SWANSON, INC. AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNINIG AT DRILL HOLE IN A BOULDER AT THE NORTHWESTERLY CORNER OF THE HEREIN DESCRIBED EASEMENT AT LAND OF THE CITY OF NASHUA (MAP H – LOT 488) AT LAND OF BOSTON & MAINE CORP (MAP H – LOT 647) AND THE NORTHEASTERLY CORNER OF A PROPOSED WATER LINE EASEMENT OVER SAID CITY OF NASHUA LAND, THENCE

S 56°36’14” E ALONG SAID BOSTON & MAINE LAND, A DISTANCE OF 370.26 FEET TO A STONE BOUND AT OTHER LAND OF THE CITY OF NASHUA (MAP H – LOT 290), THENCE

S 39°48’46” W ALONG SAID OTHER CITY OF NASHUA LAND, A DISTANCE OF 20.13 FEET TO A COTTON GIN SPIKE, THENCE

N 56°36’14” W CROSSING LAND OF THE CITY OF NASHUA (MAP H –
LOT 18), a distance of 370.52 feet to a cotton gin spike at other land of the City of Nashua (Map H – Lot 488), thence N 40°33’36” E along said other City of Nashua land (Map H – Lot 488), a distance of 20.16 feet to the Point of Beginning.

Said easement containing an area of 7,407 square feet (the “Easement Area”).

The above-granted right and easement is more particularly described as:

The perpetual and exclusive right to lay, construct, install, operate, maintain, repair, replace and remove underground pipes, ducts, conduits, and such meters, meter horns, readout devices 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 Easement Area 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 Easement Area, provided that the said Easement Area 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 Easement Area 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 Easement Area when working on side lines and associated equipment; and the right, to be exercised only for temporary periods when continuity of service requires, to install temporary above-ground lines over and across said Easement Area to provide service to buildings thereon.

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 Easement Area, or plant or permit to be planted any trees, over said underground pipes and other equipment and (ii) that they shall not alter the grade of the Easement Area as such grade exists at the time of the installation of the pipes and other equipment referred to above.

The Grantor retains the continuing right in the subject property to prevent the erection or growth of any building, structure, tree, or other object extending into the airspace and to remove from said airspace, at the grantor’s expense or at the sole option of the grantor, as an alternative, to mark and light as obstructions to air navigation, any such building, structure, tree, or other object now upon, or which in the future may be upon the property.
The Grantee expressly agrees for itself, its successors and assigns to comply with its federal obligations to prevent the use of the premises for purposes which will create or result in hazards to the flight such as, but not limited to, purposes which will (a) produce electrical interference with radio communications, (b) make it difficult for pilots to distinguish between airport lights and others, (c) project glare in the eyes of pilots, (d) impair visibility in the vicinity of the airport, or (e) otherwise endanger the landing, takeoff or maneuvering of aircraft. It is acknowledged that the distribution of water through underground pipes, ducts and conduits does not create or result in hazards to the flight. Prior to doing construction work for repairs, maintenance or other purposes in the easement area, Grantee shall give Grantor reasonable notice.

The Grantee will not unreasonably withhold its consent to Grantor’s request from time to time for changes in the location of said pipes or other equipment, provided that Grantor shall pay for the costs of such changes, and provided also that such changes shall not materially interfere with the use and operation of the water systems which are the subject hereof.

The Grantee will make all reasonable efforts in exercising the rights granted hereunder to eliminate interference with airport operations and will not lay, construct, or install any pipes, ducts, or conduits over any airport runways or taxiways.

IN WITNESS WHEREOF the City of Nashua has caused this Easement Deed to be executed in its name and behalf by , being hereunto duly authorized this _____ day of ________________, 2019.

By: 

________________________

Name: 

________________________

Title: 

________________________
STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

On this the ___ day of _____________, 2019, before me, the undersigned officer, personally appeared ________________, who acknowledged himself to be the ________________ of the City of Nashua, and acknowledged that he, as such officer, being authorized so to do, executed the same on behalf of said corporation for the purposes therein contained.

____________________________________
Justice of the Peace

Name: __________________________________

My commission expires: ________________
EASEMENT DEED

KNOW ALL PERSONS BY THESE PRESENTS, that the City of Nashua, a municipal corporation, established by the laws of the State of New Hampshire, having its principal address at P.O. Box 2019 – 229 Main Street, City of Nashua, County of Hillsborough, State of New Hampshire, 03061 (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 County, State of New Hampshire, 03054, and its successors and assigns forever (hereinafter called the "Grantee"), with NO COVENANTS, the perpetual and exclusive right and easement more particularly described below, over, under and across a certain tract of land at Lot 577 of Map H (Nashua Airport Property) in the City of Nashua, County of Hillsborough, State of New Hampshire, 03063 more particularly bounded and described as follows:

A Proposed 20' Wide Water Line Easement in the City of Nashua, County of Hillsborough, State of New Hampshire, being a portion of existing Map H – Lot 577 as shown on Plan entitled “EASEMENT PLAN (LOTS 647, 634, 577, 488, 18, 290 & 145 OF MAP H) DUMAINE AVENUE & OFF NORTHWEST BOULEVARD, NASHUA, NEW HAMPSHIRE” PREPARED FOR PENNICHUCK WATER WORKS, RECORD OWNERS: BOSTON & MAINE CORP, AUTAJO PACKAGING-BOSTON CORP., CITY OF NASHUA, FAT BOYS REALTY, LLC, DATED 20 FEBRUARY 2019, BY HAYNER/SWANSON, INC. AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A COTTON GIN SPike AT THE NORTHWesterLY CORNER OF THE HEREIN DESCRIBED EASEMENT AT LAND OF AUTAJO PACKAGING-BOSTON CORP (MAP H – LOT 634) AND THE NORTHEASTERLY CORNER OF A PROPOSED WATER LINE EASEMENT OVER SAID AUTAJO LAND, THENCE

The following six courses crossing land of the City of Nashua (MAP H – LOT 577):

N 77°35'55" E A distance of 140.37 feet to a point; Thence
N 78°05'41" E A distance of 153.75 to a point; Thence
S 59°53'46" E A distance of 112.64 feet to a point; Thence
S 56°12'51" E A distance of 129.20 feet to a point; Thence
S 56°43'25" E A distance of 296.96 feet to a point; Thence
S 56°30'30" E A distance of 360.42 feet to an iron pin at other land of the City of Nashua (MAP H – LOT 488), thence
S 32°36'12" W Along said City of Nashua land, a distance of 20.00 feet to an iron pin, thence

The following six courses crossing said City of Nashua land (MAP H – LOT 577):

N 56°30'30" W A distance of 360.69 feet to a point; Thence
N 56°43'25" W A distance of 297.01 feet to a point; Thence
N 56°12'51" W A distance of 128.64 feet to a point; Thence
N 59°53'46" W A DISTANCE OF 104.31 FEET TO A POINT; THENCE
S 78°05'41" W A DISTANCE OF 145.98 FEET TO A POINT; THENCE
S 77°35'55" W A DISTANCE OF 160.84 FEET TO AN IRON PIN AT SAID AUTAJON LAND,
THENCE
N 33°23'11" E ALONG SAID AUTAJON LAND, A DISTANCE OF 28.68 FEET TO THE POINT
OF BEGINNING.

SAID EASEMENT CONTAINING AN AREA OF 23,908 SQUARE FEET (the “Easement Area”).

The above-granted right and easement is more particularly described as:

The perpetual and exclusive right to lay, construct, install, operate, maintain,
repair, replace and remove underground pipes, ducts, conduits, and such meters, meter
horns, readout devices 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
Easement Area 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 Easement Area, provided
that the said Easement Area 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
Easement Area 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 Easement Area when working on side
lines and associated equipment; and the right, to be exercised only for temporary periods
when continuity of service requires, to install temporary above-ground lines over and
across said Easement Area to provide service to buildings thereon.

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 Easement Area, or plant or permit to
be planted any trees, over said underground pipes and other equipment and (ii) that they
shall not alter the grade of the Easement Area as such grade exists at the time of the
installation of the pipes and other equipment referred to above.

The Grantor retains the continuing right in the subject property to prevent the
erection or growth of any building, structure, tree, or other object extending into the
airspace and to remove from said airspace, at the grantor’s expense or at the sole option
of the grantor, as an alternative, to mark and light as obstructions to air navigation, any
such building, structure, tree, or other object now upon, or which in the future may be
upon the property.

The Grantee expressly agrees for itself, its successors and assigns to comply
with its federal obligations to prevent the use of the premises for purposes which will
create or result in hazards to the flight such as, but not limited to, purposes which will (a)
produce electrical interference with radio communications, (b) make it difficult for pilots
to distinguish between airport lights and others, (c) project glare in the eyes of pilots, (d)
impair visibility in the vicinity of the airport, or (e) otherwise endanger the landing,
takeoff or maneuvering of aircraft. It is acknowledged that the distribution of water
through underground pipes, ducts and conduits does not create or result in hazards to the
flight. Prior to doing construction work for repairs, maintenance or other purposes in the
easement area, Grantee shall give Grantor reasonable notice.
The Grantee will not unreasonably withhold its consent to Grantor’s request from time to time for changes in the location of said pipes or other equipment, provided that Grantor shall pay for the costs of such changes, and provided also that such changes shall not materially interfere with the use and operation of the water systems which are the subject hereof.

The Grantee will make all reasonable efforts in exercising the rights granted hereunder to eliminate interference with airport operations and will not lay, construct, or install any pipes, ducts, or conduits over any airport runways or taxiways.

IN WITNESS WHEREOF the City of Nashua has caused this Easement

Deed to be executed in its name and behalf by ______________, being

hereunto duly authorized this _____ day of ________________, 2019.

By: 

Name: 

Title: 

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

On this the ____ day of ________________, 2019, before me, the
undersigned officer, personally appeared ________________, who
acknowledged himself to be the ________________ of the City of Nashua, and acknowledged that he, as such officer, being authorized so to do, executed the same on behalf of said corporation for the purposes therein contained.

__________________________
Justice of the Peace

Name: 

My commission expires: ____________________
EASEMENT DEED

KNOW ALL PERSONS BY THESE PRESENTS, that the City of Nashua, a municipal corporation, established by the laws of the State of New Hampshire, having its principal address at P.O. Box 2019 – 229 Main Street, City of Nashua, County of Hillsborough, State of New Hampshire, 03061 (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 County, State of New Hampshire, 03054, and its successors and assigns forever (hereinafter called the “Grantee”), with NO COVENANTS, the perpetual and exclusive right and easement more particularly described below, over, under and across a certain tract of land at Lot 488 of Map H (Nashua Airport Property) in the City of Nashua, County of Hillsborough, State of New Hampshire, 03063 more particularly bounded and described as follows:

A PROPOSED 20' WIDE WATER LINE EASEMENT IN THE CITY OF NASHUA, COUNTY OF HILLSBOROUGH, STATE OF NEW HAMPSHIRE, BEING A PORTION OF EXISTING MAP H – LOT 488 AS SHOWN ON PLAN ENTITLED “EASEMENT PLAN (LOTS 647, 634, 577, 488, 18, 290 & 145 OF MAP H) DUMAINE AVENUE & OFF NORTHWEST BOULEVARD, NASHUA, NEW HAMPSHIRE” PREPARED FOR PENNICHUCK WATER WORKS, RECORD OWNERS: BOSTON & MAINE CORP, AUTAJON PACKAGING-BOSTON CORP., CITY OF NASHUA, FAT BOYS REALTY, LLC, DATED 20 FEBRUARY 2019, BY HAYNER/SWANSON, INC. AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN AT THE NORTHWESTERLY CORNER OF THE HEREAFTER DESCRIBED EASEMENT AT LAND OF THE CITY OF NASHUA (MAP H – LOT 577) AND THE NORTHEASTERLY CORNER OF A PROPOSED WATER LINE EASEMENT OVER SAID CITY OF NASHUA LAND, THENCE

THE FOLLOWING TWO COURSES CROSSING LAND OF THE CITY OF NASHUA (MAP H – LOT 488):

S 56°30'30" E  A DISTANCE OF 176.39 FEET TO A POINT; THENCE

N 78°22'49" E  A DISTANCE OF 76.69 FEET TO A POINT AT LAND OF BOSTON & MAINE CORP (MAP H – LOT 647), THENCE

S 56°36'14" E  ALONG SAID BOSTON & MAINE LAND, A DISTANCE OF 52.15 FEET TO A DRILL HOLE IN A BOULDER AT THE NORTHWEST CORNER OF LAND OF THE CITY OF NASHUA (MAP H – LOT 18), THENCE

S 40°33'36" W  ALONG SAID CITY OF NASHUA LAND (MAP H – LOT 18), A DISTANCE OF 20.16 FEET TO A COTTON GIN SPIKE, THENCE

THE FOLLOWING THREE COURSES CROSSING LAND OF THE CITY OF NASHUA (MAP H – LOT 488):

N 56°36'14" W  A DISTANCE OF 41.34 FEET TO A POINT; THENCE

S 78°22'49" W  A DISTANCE OF 76.71 FEET TO A POINT; THENCE

N 56°30'30" W  A DISTANCE OF 184.39 FEET TO AN IRON PIN AT SAID OTHER CITY OF NASHUA LAND (MAP H – LOT 577), THENCE

N 32°36'12" E  ALONG SAID OTHER CITY OF NASHUA LAND (MAP H – LOT 577), A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.
SAID EASEMENT CONTAINING AN AREA OF 6,076 SQUARE FEET (the “Easement Area”).

The above-granted right and easement is more particularly described as:

The perpetual and exclusive right to lay, construct, install, operate, maintain, repair, replace and remove underground pipes, ducts, conduits, and such meters, meter horns, readout devices 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 Easement Area 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 Easement Area, provided that the said Easement Area 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 Easement Area 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 Easement Area when working on side lines and associated equipment; and the right, to be exercised only for temporary periods when continuity of service requires, to install temporary above-ground lines over and across said Easement Area to provide service to buildings thereon.

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 Easement Area, or plant or permit to be planted any trees, over said underground pipes and other equipment and (ii) that they shall not alter the grade of the Easement Area as such grade exists at the time of the installation of the pipes and other equipment referred to above.

The Grantor retains the continuing right in the subject property to prevent the erection or growth of any building, structure, tree, or other object extending into the airspace and to remove from said airspace, at the grantor’s expense or at the sole option of the grantor, as an alternative, to mark and light as obstructions to air navigation, any such building, structure, tree, or other object now upon, or which in the future may be upon the property.

The Grantee expressly agrees for itself, its successors and assigns to comply with its federal obligations to prevent the use of the premises for purposes which will create or result in hazards to the flight such as, but not limited to, purposes which will (a) produce electrical interference with radio communications, (b) make it difficult for pilots to distinguish between airport lights and others, (c) project glare in the eyes of pilots, (d) impair visibility in the vicinity of the airport, or (e) otherwise endanger the landing, takeoff or maneuvering of aircraft. It is acknowledged that the distribution of water through underground pipes, ducts and conduits does not create or result in hazards to the flight. Prior to doing construction work for repairs, maintenance or other purposes in the easement area, Grantee shall give Grantor reasonable notice.

The Grantee will not unreasonably withhold its consent to Grantor’s request from time to time for changes in the location of said pipes or other equipment, provided that Grantor shall pay for the costs of such changes, and provided also that such changes shall not materially interfere with the use and operation of the water systems which are the subject hereof.
The Grantee will make all reasonable efforts in exercising the rights granted hereunder to eliminate interference with airport operations and will not lay, construct, or install any pipes, ducts, or conduits over any airport runways or taxiways.

IN WITNESS WHEREOF the City of Nashua has caused this Easement Deed to be executed in its name and behalf by ________________, being hereunto duly authorized this ____ day of ________________, 2019.

By: __________________________

Name: _________________________

Title: __________________________

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

On this the ____ day of ________________, 2019, before me, the undersigned officer, personally appeared ______________________, who acknowledged himself to be the ________________ of the City of Nashua, and acknowledged that he, as such officer, being authorized so to do, executed the same on behalf of said corporation for the purposes therein contained.

________________________________
Justice of the Peace

Name: __________________________

My commission expires: ______________
EASEMENT DEED

KNOW ALL PERSONS BY THESE PRESENTS, that the City of Nashua, a municipal corporation, established by the laws of the State of New Hampshire, having its principal address at P.O. Box 2019 – 229 Main Street, City of Nashua, County of Hillsborough, State of New Hampshire, 03061 (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 County, State of New Hampshire, 03054, and its successors and assigns forever (hereinafter called the “Grantee”), with NO COVENANTS, the perpetual and exclusive right and easement more particularly described below, over, under and across a certain tract of land at Lot 290 of Map H (Nashua Airport Property) in the City of Nashua, County of Hillsborough, State of New Hampshire, 03063 more particularly bounded and described as follows:

A PROPOSED 20’ WIDE WATER LINE EASEMENT A CERTAIN PARCEL OF LAND SITUATED IN THE CITY OF NASHUA, COUNTY OF HILLSBOROUGH, STATE OF NEW HAMPSHIRE, BEING A PORTION OF EXISTING MAP H – LOT 290 AS SHOWN ON PLAN ENTITLED “EASEMENT PLAN (LOTS 647, 634, 577, 488, 18, 290 & 145 OF MAP H) DUMAINE AVENUE & OFF NORTHWEST BOULEVARD, NASHUA, NEW HAMPSHIRE” PREPARED FOR PENNICHUCK WATER WORKS, RECORD OWNERS: BOSTON & MAINE CORP, AUTAJON PACKAGING-BOSTON CORP., CITY OF NASHUA, FAT BOYS REALTY, LLC, DATED 20 FEBRUARY 2019, BY HAYNER/SWANSON, INC. AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT STONE BOUND AT THE NORTHWESTERLY CORNER OF THE HEREIN DESCRIBED EASEMENT AT LAND OF THE CITY OF NASHUA (MAP H – LOT 18) AT LAND OF BOSTON & MAINE CORP (MAP H – LOT 647) AND THE NORTHEASTERLY CORNER OF A PROPOSED WATER LINE EASEMENT OVER SAID CITY OF NASHUA LAND, THENCE

S 56°36'14"E ALONG SAID BOSTON & MAINE LAND, A DISTANCE OF 85.59 FEET TO AN IRON PIN AT THE SOUTHWESTERLY CORNER OF A PROPOSED WATER LINE EASEMENT OVER SAID BOSTON & MAINE LAND, THENCE

S 56°36'14"E CONTINUING ALONG SAID BOSTON & MAINE LAND, A DISTANCE OF 20.00 FEET TO AN IRON PIN AT THE SOUTHEASTERLY CORNER OF SAID PROPOSED EASEMENT, THENCE

THE FOLLOWING TWO COURSES CROSSING LAND OF THE CITY OF NASHUA (MAP H – LOT 290):

S 33°07'24" W A DISTANCE OF 20.00 FEET TO A COTTON GIN SPIKE; THENCE

N 56°36'14" W A DISTANCE OF 107.94 FEET TO A COTTON GIN SPIKE AT SAID CITY OF NASHUA LAND (MAP H – LOT 18), THENCE

N 39°48'46" E ALONG SAID CITY OF NASHUA LAND (MAP H – LOT 18), A DISTANCE OF 20.13 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINING AN AREA OF 2,135 SQUARE FEET (the “Easement Area”).

The above-granted right and easement is more particularly described as:
The perpetual and exclusive right to lay, construct, install, operate, maintain, repair, replace and remove underground pipes, ducts, conduits, and such meters, meter horns, readout devices 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 Easement Area 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 Easement Area, provided that the said Easement Area 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 Easement Area 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 Easement Area when working on side lines and associated equipment; and the right, to be exercised only for temporary periods when continuity of service requires, to install temporary above-ground lines over and across said Easement Area to provide service to buildings thereon.

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 Easement Area, or plant or permit to be planted any trees, over said underground pipes and other equipment and (ii) that they shall not alter the grade of the Easement Area as such grade exists at the time of the installation of the pipes and other equipment referred to above.

The Grantor retains the continuing right in the subject property to prevent the erection or growth of any building, structure, tree, or other object extending into the airspace and to remove from said airspace, at the grantor’s expense or at the sole option of the grantor, as an alternative, to mark and light as obstructions to air navigation, any such building, structure, tree, or other object now upon, or which in the future may be upon the property.

The Grantee expressly agrees for itself, its successors and assigns to comply with its federal obligations to prevent the use of the premises for purposes which will create or result in hazards to the flight such as, but not limited to, purposes which will (a) produce electrical interference with radio communications, (b) make it difficult for pilots to distinguish between airport lights and others, (c) project glare in the eyes of pilots, (d) impair visibility in the vicinity of the airport, or (e) otherwise endanger the landing, takeoff or maneuvering of aircraft. It is acknowledged that the distribution of water through underground pipes, ducts and conduits does not create or result in hazards to the flight. Prior to doing construction work for repairs, maintenance or other purposes in the easement area, Grantee shall give Grantor reasonable notice.

The Grantee will not unreasonably withhold its consent to Grantor’s request from time to time for changes in the location of said pipes or other equipment, provided that Grantor shall pay for the costs of such changes, and provided also that such changes shall not materially interfere with the use and operation of the water systems which are the subject hereof.

The Grantee will make all reasonable efforts in exercising the rights granted hereunder to eliminate interference with airport operations and will not lay, construct, or install any pipes, ducts, or conduits over any airport runways or taxiways.
IN WITNESS WHEREOF the City of Nashua has caused this Easement Deed to be executed in its name and behalf by ____________, being hereunto duly authorized this _____ day of ________________, 2019.

By: __________________________

Name: _______________________

Title: ________________________

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

On this the _____ day of ________________, 2019, before me, the undersigned officer, personally appeared ______________________, who acknowledged himself to be the _______________ of the City of Nashua, and acknowledged that he, as such officer, being authorized so to do, executed the same on behalf of said corporation for the purposes therein contained.

________________________________ Justice of the Peace

Name: _______________________

My commission expires: ____________________