

COMMONWEALTH OF MASSACHUSETTS

CITY OF LOWELL

In City Council

VOTE

Authorizing the City Manager to execute a Temporary Access Agreement between the City of Lowell and Landplex, LLC relative to 1254 Varnum Avenue.

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The City of Lowell owns property at 1254 Varnum Avenue, Lowell, and

Landplex, LLC, has requested access to the property for the purpose of utilizing the site for soil testing for drainage design; and

A Temporary Access Agreement for such purpose is needed; and

The City of Lowell is willing to grant a Temporary Access Agreement to Landplex, LLC, its employees, agents and contractor's access onto the property for the purpose of utilizing the site to begin testing soil for drainage design.

BE IT VOTED BY A TWO-THIRDS VOTE OF THE CITY COUNCIL OF THE CITY OF LOWELL, as follows:

That the City Manager be and he is hereby authorized to execute a Temporary Access Agreement between the City of Lowell and Landplex, LLC, its employees, agents and contractor's relative to property at 1254 Varnum Avenue for the purpose of utilizing the site for soil testing for drainage design.

## TEMPORARY ACCESS AGREEMENT

This Temporary Access Agreement is entered into this the 14<sup>th</sup> day of November 2017 by and between the CITY OF LOWELL, a Massachusetts municipal corporation, owner of the property located at 1254 Varnum Avenue, in said Lowell and Landplex, LLC a Limited Liability Company, 10 George Street, Suite 208, Lowell, Massachusetts 01852.

Whereas, Landplex has requested access to said property as depicted in Exhibit "A" for the purpose of soil testing for drainage design;

and

Whereas, the CITY OF LOWELL is willing to grant access to the property as shown in Exhibit "A" for the purpose of the soil testing and drainage design during the period of November 14, 2017 through March 1, 2018;

Now, therefore, in consideration of the mutual promises contained herein and other good and valuable consideration, the Parties hereby agree as follows:

1. The CITY OF LOWELL hereby grants to Landplex, its employees, agents, and contractors, access onto the property for the purpose of soil testing for drainage design;
2. Landplex shall be responsible for the safety and security of the site;
3. Landplex shall obtain all necessary permitting, approvals, and authorizations, specifically required for the work;
4. Landplex shall secure the site and restrict public pedestrian and vehicle traffic onto the site during the work;
5. Landplex shall restore the site to its original condition upon completion of the work;
6. Landplex shall provide a courtesy copy of all results and reports to the City of Lowell upon request;
7. Landplex and the CITY OF LOWELL acknowledge that the City makes no representations or warranties regarding the condition or safety of its property and that entry upon the property is at the risk of Landplex, and its employees, agents, and contractors. The CITY OF LOWELL shall not be responsible for any personal injury or property damage suffered by any party or person that arises in any way out of the activities contemplated in this Agreement, except to the extent that such injury or damage is a direct result of negligence of the CITY OF LOWELL, and subject to the limits set forth in MGL Chapter 258. Landplex agrees to purchase and maintain a public/ liability insurance policy in the amount of \$250,000 for injury to one person and or property and the amount of \$500,000 for injury to more than one person and or property naming the City as an additional insured.

8. Landplex agrees to defend, indemnify and hold the CITY OF LOWELL, its officers, officials, agents and employees harmless from and against any suits, claims, actions, costs, expenses, fees, liability, losses and damages that may be asserted against, imposed upon, or incurred by the CITY OF LOWELL, its officers, officials, employees and agents, as a result of, relating to, or arising from any act or omission of Landplex or its employees, agents, and contractors that is directly associated or in connection with the grant of access as set forth herein.

IN WITNESS WHEREOF, the Parties have executed this Agreement as a contract under seal this the day (14<sup>th</sup>) day of November 2017.

CITY OF LOWELL, MA

Landplex, LLC

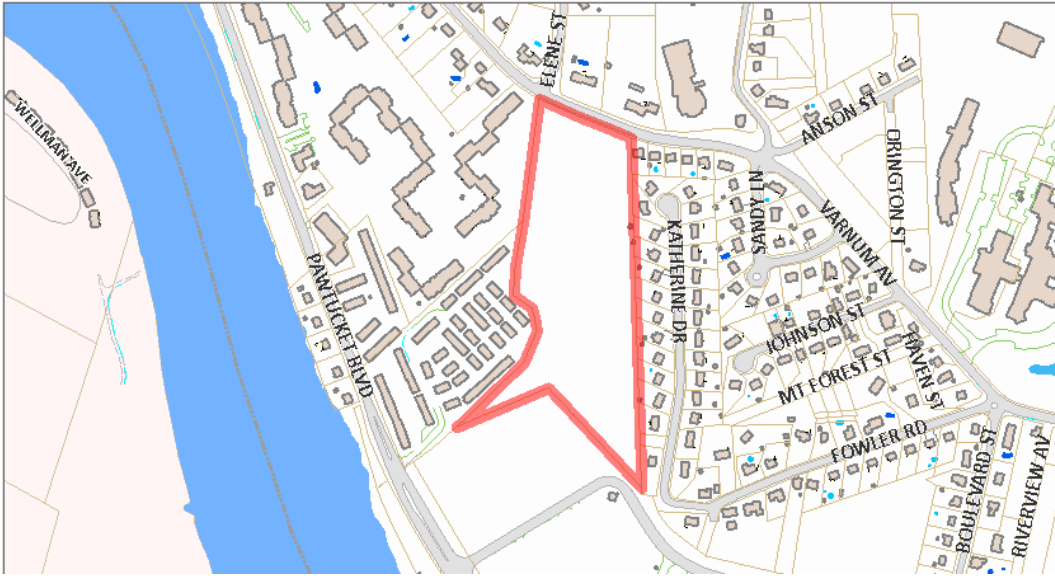
By: \_\_\_\_\_  
Kevin J. Murphy, City Manager

By: \_\_\_\_\_  
Matthew Hamor, Manager

Approved as to form:

\_\_\_\_\_  
Christine O'Connor, City Solicitor

EXHIBIT "A"



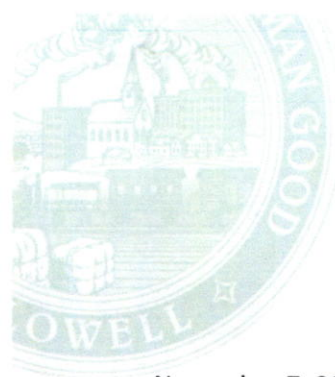
1254 Varnum Avenue

Account	Address	Land Use	Land Use Description
200385	1254 VARNUM AVE	9300	City of Lowell V
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Account: 200385	
GIS ID	5880-1254
Parcel ID	0021 5880 1254 0000
Legal Address	1254 VARNUM AVE
Legal Owner	CITY OF LOWELL WATER DEPT
Legal Area	495914 sq ft
Book/Page	2401/ 675
Access Deed Info	<a href="#">Click here</a>
Property Record	<a href="#">Click Here</a>
Card	
Owner Info	
Owner Address	375 MERRIMACK ST
City, State, Zip	LOWELL, MA, 01852
Assessing Info	

A Portion of 1254 Varnum Avenue (206,533 square feet +/-)



Kevin J. Murphy  
City Manager

November 7, 2017

Mayor Edward J. Kennedy  
and  
Members of the City Council

REFERENCE: Temporary Access Agreement for 1254 Varnum Avenue

Dear Mayor Kennedy and Members of the City Council:

Landplex, LLC, has requested the use of the City of Lowell owned property located at 1254 Varnum Avenue.

The property would be accessed between November 14, 2017 through March 1, 2018 for the purpose of soil testing for drainage design consistent with the proposed purchase of a 206,553 square foot (+/-) portion of the property as depicted in Exhibit "A". The Access Agreement indemnifies the City from injury to persons and property damage. The Agreement requires the contractor to obtain all necessary permitting approvals and restore the site to its original condition upon completion of the agreement.

If you have any questions or need any assistance in this matter, please contact Diane Tradd, Assistant City Manager at (978) 674-1401 or me.

Sincerely,

Kevin J. Murphy  
City Manager

KJM/ns

Attachment

- cc: Diane Tradd, Assistant City Manager/DPD Director
- Christine P. O'Connor, City Solicitor
- Patricia Lucken, Asset Manager