

COMMONWEALTH OF MASSACHUSETTS

CITY OF LOWELL

In City Council

VOTE

Authorizing the City Manager to execute a Permanent, Nonexclusive Easement between the Commonwealth of Massachusetts acting by and through the University of Massachusetts at Lowell and the City of Lowell, located over a portion of the Howe Bridge right-of way, located at the northeasterly corner of Pawtucket Street, in the City of Lowell.

The City Engineers have reviewed the easement and have reported that the easement is acceptable.

BE IT VOTED BY THE CITY COUNCIL OF THE CITY OF LOWELL, as follows:

That the City Manager be and he is hereby authorized to execute a permanent, nonexclusive easement over a portion of the Howe Bridge right-of-way, containing approximately 1688 square feet described in Exhibit A and shown as the Easement Area on the plan entitled "Easement Plan of Land, Pawtucket Street, Lowell, MA Middlesex County," dated December 05, 2018 prepared by BSC Group Inc. and attached hereto as Exhibit B between the Commonwealth of Massachusetts acting by and through the University of Massachusetts at Lowell and the City of Lowell. Said Easement shall be in the form or substantially the form attached hereto.

BE IT FURTHER VOTED:

That any cost of recording the Easement and related Plans shall be at the expense of the Commonwealth of Massachusetts acting by and through the University of Massachusetts at Lowell.

V:Easement/howebridgerow

PERMANENT EASEMENT
Howe Bridge and Pawtucket Street

On this ____ day of _____, 2018, the City of Lowell, a municipal corporation of the Commonwealth of Massachusetts with an address of 375 Merrimack Street, Lowell, Massachusetts 01852 (the “Grantor”), for consideration paid and in full consideration of One and No/100 Dollar (\$1.00), grants to the University of Massachusetts Lowell, a public institution of higher learning, having an address at 220 Pawtucket Street, Lowell, Massachusetts 01854 (the “Grantee”) a permanent, nonexclusive easement over a portion of the Howe Bridge right-of-way, containing approximately 1688 square feet described in Exhibit A and shown as the “Easement Area” on the plan entitled “Easement Plan of Land, Pawtucket Street, Lowell, MA, Middlesex County,” dated December 05, 2018, prepared by BSC Group, Inc., and attached hereto as Exhibit B, to construct a shared-use path serving pedestrians and cyclists, alter the existing metal bridge rail, install landscaping, including but not limited to irrigation, signage, outdoor furnishings, hardscape, lighting, and plant materials, and maintain and take full responsibility in perpetuity for maintenance, including but not limited to, snow removal, replanting, watering, mulch, seeding, mowing, and overall general maintenance of the landscaped area and said shared-use path. Grantee shall also have the right to install conduit, completely underground, across the Easement Area for electrical and telecommunications wiring for the purpose of installing UMass Lowell blue light phones, security equipment, and lighting. The Grantee shall be responsible for obtaining all applicable City of Lowell permitting for work performed within the Easement Area. The Grantee shall be responsible and indemnify the Grantor, to the extent allowed by law, for all equipment and material it installs within the Easement Area.

The Grantor indemnifies the Grantee from liability associated with the public use of said Easement Area to the extent allowed by law, with the exception of any claim of liability arising from any act, omission to act, or negligence of the Grantee or any of the Grantee’s employees, agents, or contractors.

The terms and provisions of this grant of easement shall run with the land and shall inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns, mortgagees, and transferees, and upon all other persons or entities claiming by, through, or under the Grantor or Grantee.

No trustee or employee of the Grantee shall have any personal liability under this grant of easement.

This grant of easement shall be governed by and construed under the laws of the Commonwealth of Massachusetts. This grant of easement may not be amended except by a written instrument executed by both parties. If any provision of this grant of easement is found to be invalid or unenforceable, the validity and enforceability of the remaining provisions hereof will not be affected or impaired.

For Grantee’s title reference, see Deed recorded in the Middlesex North District Registry of Deeds identifying the portion of land in an Order of Taking by the City of Lowell dated June 23,

2009 recorded July 10, 2009 with Middlesex North District Registry of Deeds, Book 23205,
Page 154.

In witness whereof the parties have caused this agreement to be sealed and subscribed as of the
date hereinabove set forth.

Approved as to Form:

By: _____
Christine O'Connor
City Solicitor

City of Lowell:

By: _____
Eileen Donoghue
City Manager

University of Massachusetts Lowell:

By: _____
Joanne Yestramski
Senior Vice Chancellor

Exhibit A
Easement Area

A certain parcel of land situated at the northeasterly corner of Pawtucket Street and University Avenue Bridge intersection and more particularly bounded and described as follows:

Beginning at a point of intersection of the northerly line of said Pawtucket Street with the easterly line of said University Avenue Bridge; thence

S 48°57'45" W a distance of eleven and no hundredths (11.00) feet to a point; thence

Northwesterly curving to the right along the arc of a curve having a radius of twenty eight and fifty hundredths (28.50) feet, an arc length of forty one and eighteen hundredths (41.18) feet to a point; thence

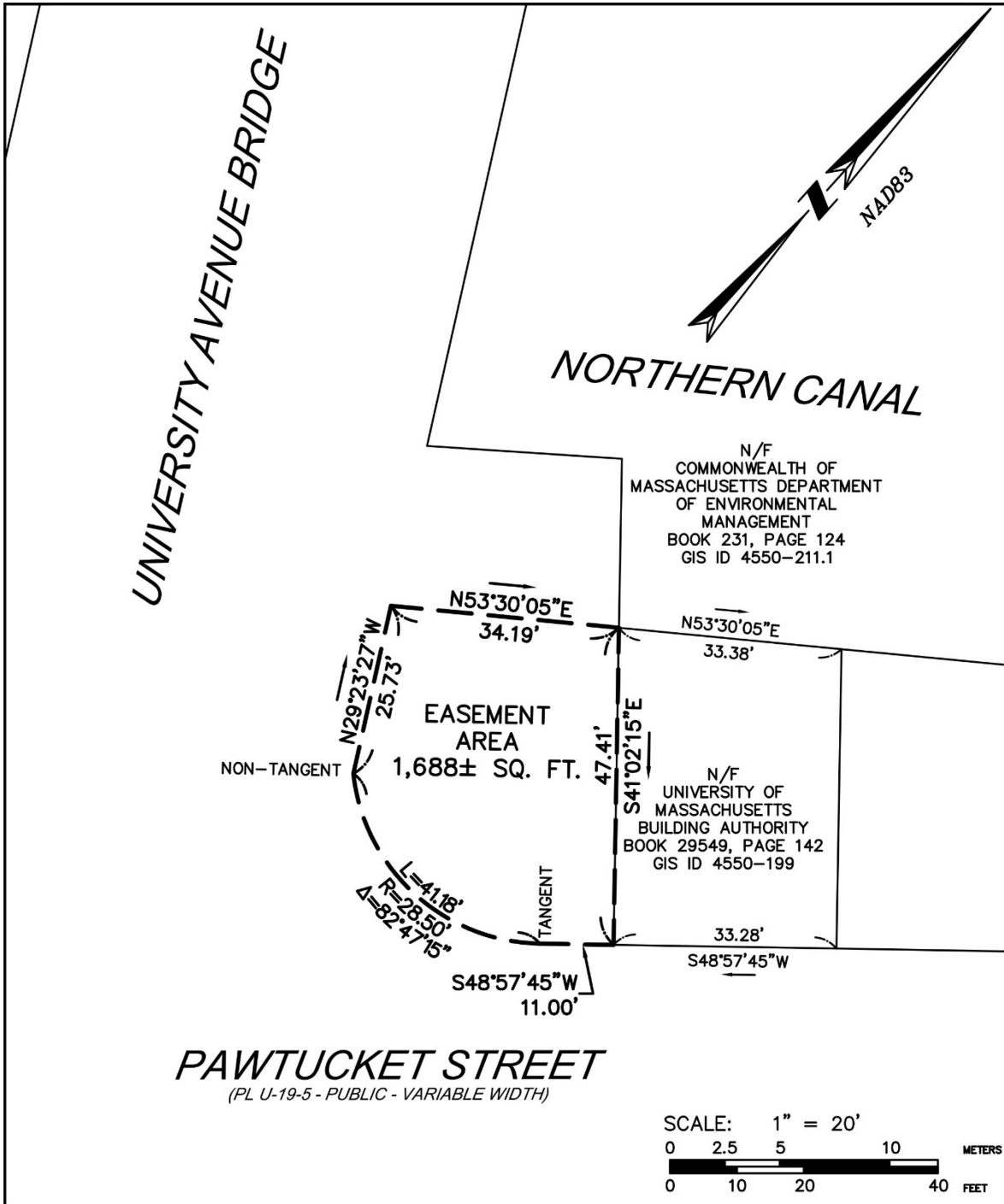
N 29°23'27" W a distance of twenty five and seventy-three hundredths (25.73) feet
to a point; thence

N 53°30'05" E a distance of thirty four and nineteen hundredths (34.19) feet
to a point, the previous three (3) courses and distances over and across
University Avenue Bridge; thence

S 41°02'15" E by land now or formerly of University of Massachusetts Building Authority a
distance of forty seven and forty-one hundredths (47.41) feet to the point
beginning.

The above described parcel of land contains an area of 1,688 Square Feet, more or less and is more particularly shown as "Easement Area" on a plan entitled "Easement Plan of Land, Pawtucket Street, Lowell, MA, Middlesex County," dated December 05, 2018, prepared by BSC Group, Inc., and attached hereto as exhibit B.

Exhibit B



<p>PREPARED FOR:</p> <p>UNIVERSITY OF MASSACHUSETTS LOWELL 600 SUFFOLK STREET, SUITE 450 LOWELL, MA 01854</p>	<p>EASEMENT PLAN OF LAND</p>	<p>BSC GROUP 803 Summer Street Boston, Massachusetts 02127</p> <p>©2018 BSC Group, Inc. 617 896 4300</p> <p>Scale: 1" = 20' Date: 12/05/2018</p> <p>File: P:\1346601\SURVEY\DWGS\1346601EA.DWG</p> <p>Dwg.: 1346600EA Sheet</p> <p>Job No.: 1-3466.01 1 of 1</p>
<p>PAWTUCKET STREET LOWELL, MA (MIDDLESEX COUNTY)</p>		



Eileen Donoghue
City Manager

December 14, 2018

Mayor William Samaras
and
Members of the City Council

REFERENCE: Easements over a portion of the Howe Bridge Right-of-Way

Dear Mayor Samaras and Members of the City Council:

Attached is a Vote granting to the University of Massachusetts at Lowell an easement over a portion of the Howe Bridge right-of-way. The easement will provide for a new pedestrian path to be used by students and members of the public crossing an otherwise busy traffic intersection. Along with the creation of a new path, the University will also make certain landscaping improvements in the surrounding area. The easement has been reviewed by the law department and engineering department, and has been deemed acceptable. If approved, the easement will result a more walkable pathway and general ascetic improvements.

Very truly yours,

Eileen M. Donoghue
City Manager

cc: Christine P. O'Connor, City Solicitor
Christine Clancy, City Engineer