

COMMONWEALTH OF MASSACHUSETTS

CITY OF LOWELL

In City Council

VOTE

Authorizing the City Manager to Execute an Easement from the City of Lowell to Massachusetts Electric Company for the perpetual right and easement to reconstruct, install, repair, replace, maintain, operate, use, inspect and patrol for the transmission and distribution of high and low voltage electric energy and for the transmission of intelligence by any means, whether now existing or hereafter devised, those electric utility crossings and/or occupations existing as of the date of this Grant of Easement over, under, across and upon a parcel of land situated herein defined as on the southerly side of YMCA Drive in said Lowell.

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

That the City Manager be and hereby is authorized to execute an Easement from the City of Lowell to Massachusetts Electric Company for the perpetual right and easement to reconstruct, install, repair, replace, maintain, operate, use, inspect and patrol for the transmission and distribution of high and low voltage electric energy and for the transmission of intelligence by any means, whether now existing or hereafter devised, those electric utility crossings and/or occupations existing as of the date of this Grant of Easement over, under, across and upon a parcel of land situated herein defined as on the southerly side of YMCA Drive in said Lowell and more fully set forth in Exhibit A. Said Easement shall be in the form or substantially similar to the form attached hereto, subject to final negotiation and approval of the City Manager.

BE IT FURTHER VOTED:

That any cost of recording the easement and related plans shall be at the Grantee's expense.

Upon Recording, please return to:
Megan F.S. Tipper, Esq.
National Grid
40 Sylvan Road
Waltham, MA 02451

GRANT OF EASEMENT

THE CITY OF LOWELL, a municipal corporation with an address at 375 Merrimack Street, Lowell, Massachusetts 01852 (the "Grantor"), for and in consideration of Ten and 00/100 Dollars (\$10.00) paid and that certain Grant of Easement and Agreement by and between Grantor and Grantee dated as of even date herewith, grants to **MASSACHUSETTS ELECTRIC COMPANY**, a Massachusetts corporation with an address of 40 Sylvan Road, Waltham, Massachusetts 02451 (the "Grantee"), with Quitclaim Covenants, the perpetual right and easement for access to the "Easement Area" (a 1.073 acre parcel of land located on YMCA drive, which is shown as "Parcel A" on the ANR Plan (as hereinafter defined), a reduced copy of which is attached hereto as Exhibit A) to reconstruct, install, repair, replace, maintain, operate, use, inspect and patrol for the transmission and distribution of high and low voltage electric energy and for the transmission of intelligence, by any means, whether now existing or hereafter devised, those electric utility crossings and/or occupations existing as of the date of this Grant of Easement over, under, through, under, across and upon the Grantor's Land (as hereinafter defined) in Lowell, Middlesex County, Massachusetts, which electric utility crossings and/or occupations consist of lines of towers or poles or both or any combination of the same with wires and cables strung upon and from the same, and all guy wires, foundations, anchors, antennae, braces, fittings, buried ground wires and any other equipment or appurtenances reasonably required (collectively hereinafter referred to as the "Facilities"), and the perpetual right and easement to reconstruct, install, repair, replace, maintain, operate, use, inspect and patrol for the transmission and distribution of high and low voltage electric energy and for the transmission of intelligence, by any means, whether now existing or hereafter devised, the Facilities and any other equipment and appurtenances as may be reasonably required (any of which may be erected and/or constructed at the same or different times), in the Easement Area, including, such footbridges, causeways, and ways of access, if any, as may be reasonably necessary for the construction, reconstruction, installation, repair, replacement, maintenance, operation, use, inspection and patrolling of said Facilities.

As used herein, the "Grantor's Land" is described in that deed from the Massachusetts Bay Transportation Authority to the City dated August 9, 2017 and recorded with the Middlesex North District Registry of Deeds (the "Registry") in Book 31406, Page 275, and is shown as "PARCEL "A" NON-CONFORMING TOTAL AREA = 1.073 ACRES (46,734 S.F.±)" on that plan entitled "ANR SUBDIVISION PLAN VACANT LOT BY LRTA BUS TERMINAL OFF YMCA DRIVE LOWELL, MASSACHUSETTS PREPARED FOR NOBIS ENGINEERING, INC.;" Dated December 6, 2016, Scale 1"=30', recorded with the Registry in Plan Book 243, as Plan 119 (the "ANR Plan").

Also the perpetual right and easement from time to time, without further payment therefor, to clear and keep cleared by physical, chemical or other means, the Easement Area of trees, underbrush and above and below ground buildings, structures or objects as may, in Grantee's opinion, interfere with said Facilities (the first clearing may be for less than the full width and may be widened from time to time to the full width) except as exist as of the date of this Grant of Easement; the perpetual exclusive right and easement to renew, replace, remove, add to, modify and otherwise change the

Property Address: Off YMCA Drive, Lowell, MA

Facilities and each and every part thereof and all appurtenances thereto and the locations thereof within the Easement Area; the perpetual right and easement to pass and repass on foot and with vehicles and equipment along the Easement Area to and from the adjoining lands and to pass and repass over the Grantor's Land to and from the Easement Area as reasonably required; and the right and easement to excavate, remove soils from, fill, and/or change the grade of the Easement Area as is reasonable, necessary and proper in connection with the exercise of the foregoing rights and easements. Notwithstanding the foregoing, by acceptance of this grant, Grantee agrees not to interfere unreasonably with the Grantor's operations at, or use of, the Easement Area, and further Grantee shall give the Grantor at least forty-eight hours prior verbal notice of any work which may temporarily effect Grantor's operations in the Easement Area such as a need to relocate any parked buses, except that, in the event of an emergency, prior notice shall not be required.

The Grantor for itself, its successors and assigns, hereby covenants and agrees with the Grantee, its successors and assigns, that (i) no acts will be permitted within the Easement Area which are inconsistent with the rights and easements hereby granted; (ii) no permanent or temporary buildings or structures, or replacements thereof or additions thereto, or obstructions will be erected or constructed above or below grade within the Easement Area except as exist as of the date of this Grant of Easement; (iii) Grantor shall not excavate or fill or otherwise change or alter the present grade or ground level of the Easement Area, except in the case of emergency utility repairs; and (iv) Grantor shall have no right to change the location of or modify the dimensions of the Easement Area in any way or otherwise amend, supplement, change or modify this Grant of Easement, without the prior written consent of the Grantee, which shall not be unreasonably withheld.

The easements herein granted are non-exclusive, however it is agreed that the lines shall remain the exclusive property of the Grantee, its successors and assigns and that the Grantee, its successors and assigns shall pay all taxes assessed thereon.

The Grantee, by acceptance of this Easement, agrees for and on behalf of itself, its agents, servants, employees, invitees, and contractors, as follows:

1. Grantor's Reserved Rights. The Grantor and its designated utility company shall reserve a right of easement to maintain, repair, change or reroute all sewer lines, drains, water, telephone, cable and gas lines in, at or under the Grantor's Land, provided that such use does not interfere unreasonably with the rights granted hereunder. All work to be done pursuant to this paragraph shall be performed under the supervision of the Department of Public Works, Engineering and/or Water Division, as appropriate and in compliance with all laws, regulations, orders, ordinances and statutes in effect now or in the future.

2. As-Is. Grantor makes no warranty or representation that the Grantor's Land is suitable for the Grantee's use, and the Grantee accepts the Grantor's Land in its current "AS IS" condition, at its sole risk. The Grantee releases the Grantor, its agents, employees, contractors and those acting by or through the Grantor (collectively, with the Grantor, the "Grantor Parties"), from any and all loss, damage, harm, expense, and/or liability related to the condition or use of the Grantor's Land except to the extent caused by the negligence or willful misconduct of any of the Grantor Parties. Except as provided otherwise, the Grantee will not assert or bring, nor cause any third-party to assert or bring, any claim, demand, lawsuit or cause of action against the Grantor, including, without limitation, claims for property damages, personal injury damages and any other damages relating to, or arising from the Grantee's use of the Grantor's Land unless and except to the extent caused by the negligence or willful misconduct of any of the Grantor Parties.

3. Hold Harmless. The Grantee agrees to indemnify and hold the Grantor harmless, to the extent permitted by law, from and against any and all actions, claims, or liabilities involving personal injury, property damage, or death to the extent caused by the negligent or intentional

misconduct of the Grantee or Grantee's agents, employees, contractors, licensees and those acting by or through the Grantee (collectively, with the Grantee, the "Grantee Parties") which occurs or arises as a result of the exercise by the Grantee of the rights and easements herein granted, except to the extent caused by the negligent or intentional misconduct of any of the Grantor Parties.

4. Cost. The Grantee shall pay for the cost of recording this Easement at the Middlesex North Registry of Deeds.

It is the intention of the Grantor to grant to the Grantee, its successors and assigns, all the rights and easements aforesaid and any and all additional and/or incidental rights needed to construct, reconstruct, install, repair, maintain, operate, use, inspect, patrol, renew, replace, add to, and otherwise change, for the transmission and distribution of high and low voltage electric energy and the transmission of intelligence, the Facilities over, under, through, across, within, and upon the Easement Area, and the Grantor hereby agrees to execute, acknowledge, and deliver to the Grantee, its successors and assigns, such further deeds or instruments as may be necessary to secure to them the rights and easements intended to be herein granted.

This easement is a commercial easement in gross for the benefit of Grantee, its successors and assigns, and the parties agree that these provisions shall run with the Grantor's Land and shall inure to the benefit of and bind the respective heirs, legal representatives, successors and assigns of the parties hereto. It is the intention of the parties that the rights and easements granted herein shall be fully apportionable and fully assignable or transferable, all or in part, and in all respects, by the Grantee, its successors and assigns.

For Grantor's title, see that deed from the Massachusetts Bay Transportation Authority to the City dated August 9, 2017 and recorded with the Middlesex North District Registry of Deeds (the "Registry") in Book 31406, Page 275.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed by its duly authorized representative(s) as of the _____ day of _____, 2019.

CITY OF LOWELL

By its City Manager, duly authorized

Print Name: Eileen Donoghue

THE COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

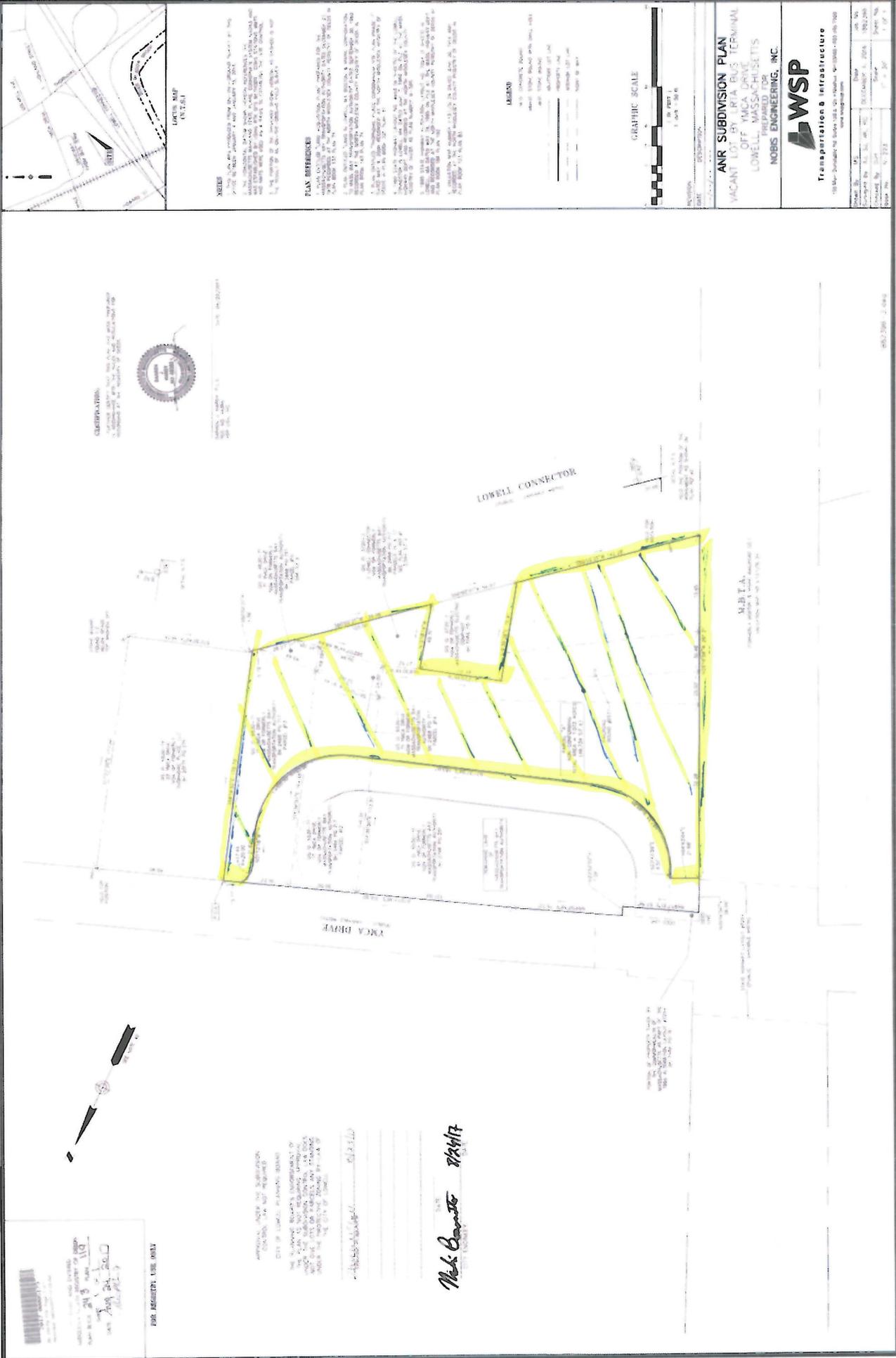
On this ____ day of _____ 2019, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person(s) whose name(s) is/are signed on the preceding document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as the City Manager for City of Lowell.

Before me,

(type or print name)
My commission expires:

Notary Public

EXHIBIT A



FOR SECURITY USE ONLY

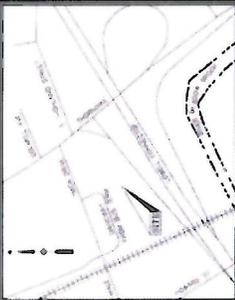
DATE: 08/23/2016

TIME: 10:00 AM

BY: [Signature]

NOTICE: THIS PLAN IS A PRELIMINARY PLAN AND IS NOT TO BE USED FOR CONSTRUCTION. THE CITY OF LOWELL PLANNING BOARD HAS REVIEWED THIS PLAN AND HAS GRANTED A PRELIMINARY APPROVAL. THE CITY ENGINEER HAS REVIEWED THIS PLAN AND HAS GRANTED A PRELIMINARY APPROVAL. THE CITY ENGINEER'S REVIEW IS LIMITED TO THE TECHNICAL ASPECTS OF THE PLAN AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION PROVIDED HEREON.

McB...



NOTES

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PLAN REFERENCE

1. ALL LOTS ARE SHOWN WITH THEIR CORNER POINTS AND DIMENSIONS. THE CITY ENGINEER HAS REVIEWED THIS PLAN AND HAS GRANTED A PRELIMINARY APPROVAL. THE CITY ENGINEER'S REVIEW IS LIMITED TO THE TECHNICAL ASPECTS OF THE PLAN AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION PROVIDED HEREON.

LEGEND

--- PROPERTY BOUNDARY
 --- LOT BOUNDARY
 --- EASEMENT
 --- CITY STREET
 --- HIGHWAY



ANR SUBDIVISION PLAN

VACANT LOT OFF I-93A BUS TERMINAL
 OFF YMCA DRIVE
 LOWELL, MASSACHUSETTS

PREPARED FOR
 NOBIS ENGINEERING, INC.

WSP

Transportation Infrastructure

100 Main Street, Lowell, MA 01850-1000 | Tel: 978-455-7500 | www.wsp-engineering.com

Project No.	MA-100	Date	08/23/2016
Client No.	100-100	Drawn By	[Signature]
Contract No.	100-100	Checked By	[Signature]
Sheet No.	100-100	Scale	1" = 100'



Eileen M. Donoghue
City Manager

Kara Keefe Mullin
Assistant City Manager

March 26, 2019

Mayor William J. Samaras
and
Members of the City Council

REFERENCE: Future NPS Bus Parking Lot

Dear Mayor Samaras and Members of the City Council:

The City obtained property owned by the MBTA off of YMCA Drive in order to recreate the bus parking needed by the National Park Service (NPS). A small portion of the parking lot is on land owned by National Grid (property address of 4 Lowell Connector). National Grid has been cooperative with the City in this effort to further the land exchange with NPS. The City and National Grid have drafted the attached access easement for National Grid to cross the City's portion of the parking lot in order to get to their property for maintenance purposes. This is the second of two easements to be recorded simultaneously; the Council previously approved an easement from National Grid to the City for the portion of the parking lot on 4 Lowell Connector.

The Department of Planning and Development (DPD) recommends that the City Council authorize the City Manager to execute this draft easement with any appropriate and necessary modifications. The Law Department has prepared the necessary Vote for your approval.

Sincerely,

Eileen M. Donoghue
City Manager

EMD/ns
Attachment

cc: Diane N. Tradd, Assistant City Manager/DPD Director
Christine P. O'Connor, City Solicitor
Craig Thomas, Deputy Director
Claire V. Ricker, Chief Design Planner
Joseph Giniewicz, Urban Renewal Project Manager