

## GRANT OF EASEMENT

THE COMMONWEALTH OF MASSACHUSETTS, acting by and through the Commissioner of its Division of Capital Asset Management and Maintenance (“DCAMM”, formerly known as the Division of Capital Planning and Operations), having an address at One Ashburton Place, 15<sup>th</sup> Floor, Boston, Massachusetts 02108 in consultation with and on behalf of the Commissioner of its Department of Conservation and Recreation (“DCR,” successor to the Department of Environmental Management), acting under the power and authority conferred thereon by Section 1 of Chapter 16 of the Acts of 1996 (the “Act”), for consideration paid in the amount of One Thousand Eight Hundred Dollars and Zero Cents (\$1,800.00) and other good and valuable consideration as recited herein, the receipt and sufficiency of which are hereby acknowledged and in consideration of the performance by Grantee of the covenants contained herein, hereby grants without covenants of any kind to the City of Northampton, having a mailing address of 210 Main Street, Northampton, Hampshire County, Massachusetts 01060, a certain permanent storm sewer easement (“Easement”) located in said city.

The area of the Easement (“Easement Area”) is shown as “Drainage Easement A Area = 795 S.Q. FT. “on the plan entitled “EASEMENT PLAN OF LAND IN NORTHAMPTON, MASSACHUSETTS SURVEYED FOR CITY OF NORTHAMPTON, prepared by Heritage Surveys, Inc., dated September 27, 2014, to be recorded herewith in the Hampshire County Registry of Deeds, Book \_\_\_\_\_ Page \_\_\_\_\_, (hereinafter the “Plan”).

Together with the non-exclusive perpetual right and easement from time to time to pass and repass over, across and upon the Easement Area as is reasonable and necessary in order to renew, replace, repair, remove, maintain, patrol and otherwise operate said storm sewer drainage system and to make such other excavation or excavations as may be reasonably necessary in the opinion and judgment of the Grantee, its successors and assigns, and to clear and keep cleared the portions of the Easement Area wherein the storm sewer is specifically located of such trees, shrubs, bushes, above ground and below ground structures, objects and

surfaces, as may, in the opinion and judgment of the Grantee, interfere with the efficient and safe operation and maintenance of the storm sewer system. However, said Grantee, its successors and assigns, will properly backfill said excavation or excavations and restore the surface of the land to as reasonably good condition as said surface was in immediately prior to the excavation or excavations thereof. The Grantee in the exercise of the Easement, including rights for the installation, maintenance and repair of infrastructure, shall not interfere with the Grantor's use, operation and maintenance of the Mass. Central Rail Trail - Norwottuck or any other recreational rail trail adjacent to or within the Easement Area or limit, restrict or close access to or use of said trail for any period of time, except as approved in writing by the DCR in its sole discretion.

Grantor shall have no liability to Grantee for any damage to the storm sewer system.

The Grantor reserves the right to use the Easement Area for all uses that do not interfere with the use of Easement by Grantee as aforesaid, including the right to permit the public to enter any portion of the surface of the Easement Area.

Except in case of a bona fide emergency, no work may be performed within the Easement Area except pursuant to a permit executed by Grantor's DCR (or any successor agency), which permit shall not unreasonably be withheld provided that it contains provisions adequate in the reasonable opinion of said DCR i) to protect the public, ii) insure that the work complies with all laws and that any party performing any work shall provide such insurance and bonds as the DCR may reasonably request, iii) require the Grantee's Contractor performing the work to indemnify the Grantor from expenses and claims arising from the performance of the work. In case of emergency, the Grantee shall forthwith upon the cessation of the emergency apply for a permit in conformity with the requirements hereof.

By its acceptance of this Easement, the Grantee agrees:

(a) that Grantee's use of the Easement Area shall at all times be in accordance with all applicable Federal, State and local laws, statutes, ordinances and regulations;

(b) to repair promptly any damage to the land and facilities of Grantor caused by the exercise of the Grantee's rights hereunder;

(c) that Grantee shall be responsible for any costs or liabilities and expenses of any nature and kind for the maintenance or operation of the Easement granted hereby.

Grantor acknowledges that the easements were used within 5 years of the effective date of the Act. If the Grantee ceases to use the Easement for the purposes stated herein for a period exceeding one year, upon notice delivered to the Grantee by the Commissioner of DCAMM, said Easement shall become extinguished and revert to the Grantor provided that Grantor or its attorney shall record an affidavit with the Hampshire County Registry of Deeds in

the chain of title to the Easement stating such notice has been given and that the Easement has expired.

For Grantor's title see deed recorded with the Hampshire County Registry of Deeds in Book 2546, Page 132 (Northampton Bike Path, formerly Boston and Maine Railroad).

This grant is made subject to all matters and encumbrances of record now in force and applicable.

IN WITNESS WHEREOF, the Commonwealth of Massachusetts has caused these presents to be executed in its name and on its behalf by Carol W. Gladstone, Commissioner of the Division of Capital Asset Management and Maintenance, herewith duly authorized, who does hereunto set her hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**THE COMMONWEALTH OF MASSACHUSETTS**

By: \_\_\_\_\_  
Carol W. Gladstone, Commissioner,  
Division of Capital Asset Management and  
Maintenance

**CERTIFICATION PURSUANT TO M.G.L. CH.7C, S.34**

The undersigned certifies under penalties of perjury that I have fully complied with the provisions of Sections 32 through 38 of Chapter 7C of the General Laws (formerly Sections 40E through 40J of Chapter 7 of the General Laws) as modified by the Act, in connection with the property described herein.

By: \_\_\_\_\_  
Carol W. Gladstone, Commissioner,  
Division of Capital Asset Management and  
Maintenance

**COMMONWEALTH OF MASSACHUSETTS**

Suffolk, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned notary public, Carol W. Gladstone, personally appeared, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose as Commissioner of the Division of Capital Asset Management and Maintenance, an executive agency of the Commonwealth of Massachusetts, as the voluntary act of said Commonwealth.

(official signature and seal of notary public)

Notary Public: \_\_\_\_\_

Print Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

**ACCEPTANCE BY CITY OF NORTHAMPTON**

David J. Narkewicz, Mayor of the City of Northampton, accepting and agreeing to the foregoing Grant of Easement on behalf of the City of Northampton has caused these presents to be executed in its name and on its behalf by, herewith duly authorized, who does hereunto set his hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2018.

By: \_\_\_\_\_

David J. Narkewicz, Mayor,  
City of Northampton

**COMMONWEALTH OF MASSACHUSETTS**

Suffolk, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned notary public, David J. Narkewicz personally appeared, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Mayor of the City of Northampton as the voluntary act of said City.

(Official signature and seal of notary public.)

Notary Public: \_\_\_\_\_

Print Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_