

Property Address: Bradford Street, Northampton, Massachusetts

## GRANT OF EASEMENTS

THE COMMONWEALTH OF MASSACHUSETTS, acting by and through the Commissioner of its Division of Capital Asset Management and Maintenance (“DCAMM”), 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 Sections 3 and 4 of Chapter 16 of the Acts of 1996 (the “Act”), for consideration paid in the amount of Sixty-Six Thousand Five Hundred Dollars and Zero Cents (\$66,500.00) and other good and valuable consideration 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 (hereinafter “Grantee”), i) a permanent easement for sewer utility access and maintenance purposes and ii) easements for public roadway, the right to pass and repass, public utility and public safety purposes for the widening of Bradford Street at the intersection with Woodmont Road (hereinafter the “Easements”). The utilities, roadway, and improvements permitted by the Easements are shown within the Easements Area as defined below, it being acknowledged that the use of the Easements areas occurred within 5 years of the effective date of the Act. The Easements Area is the area labeled “Sewer, Utility, Access and Maintenance Easement B for the City of Northampton Area = 29,325± SQ. FT.” on the plan entitled “OVERLAY PLAN OF LAND IN NORTHAMPTON, MASSACHUSETTS SURVEYED FOR CITY OF NORTHAMPTON, prepared by Heritage Surveys, Inc., dated February 23, 2015, recorded herewith in the Hampshire County Registry of Deeds, Book \_\_\_\_\_ Page \_\_\_\_\_, (hereinafter the “Plan”).

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 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.

The Grantor reserves the right to use the Easements Area for all uses that do not interfere with the use of the Easements Area by Grantee as aforesaid. 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.

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, which permit shall not unreasonably be withheld provided that it contains provisions adequate in the reasonable opinion of Grantor 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 Grantor 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. The improvements permitted by the Easements may not be relocated or modified within the Easements Areas without the approval of the DCR which approval shall not be unreasonably delayed or denied where the request contains the provisions set forth hereinabove. 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 Easements 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;

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: \_\_\_\_\_

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**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: \_\_\_\_\_

