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AMESBURY CITY CLERK

**CITY OF AMESBURY
IN THE YEAR TWO THOUSAND NINETEEN**

SPONSORED BY: MAYOR  **BILL No. 2019-063**

An Order to: Lay Out and Accept Quimby Lane as a Public Way

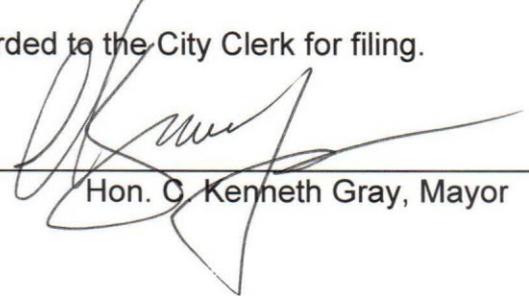
Summary: The City Council shall lay out and accept Quimby Lane as a public way.

Be it Ordered by the City Council of the City of Amesbury assembled and by the authority of the same, as follows:

The City Council of the City of Amesbury, acting pursuant to G.L. c. 82, §§21 and 24, having deemed that common convenience and necessity require the layout as a public way of Quimby Lane, hereby lays out and accepts Quimby Lane as a public way, all as shown on a plan entitled "Definitive Subdivision Plan for Quimby Lane Located in Amesbury, Mass.," dated November 15, 2010, recorded with the Essex South Registry of Deeds in Plan Book 429, Plan 16, which plan was referred to the Planning Board and which plan is hereby adopted as a part of this Order, and all land lying within the layout of Quimby Lane is hereby laid out and accepted as a public way; and further votes to accept four drainage easements located upon Lot 2A, Lot 3A, Lot 10 and Parcel B Open Space, all as shown on the aforesaid plan; and further votes to authorize the Mayor to accept a deed of such land and easements on such terms and conditions as he shall deem appropriate, and to execute all documents and take all related actions necessary or appropriate to effectuate the foregoing layout, acceptance and land acquisition.

The aforementioned plan is hereby forwarded to the City Clerk for filing.

Dated: June ____, 2019



Hon. C. Kenneth Gray, Mayor

(Above for recording use only)

QUITCLAIM DEED

D.E.C.M., LLC, a New Hampshire limited liability company, authorized to do business in the Commonwealth of Massachusetts, of 9 Merrimac Street, Seabrook, New Hampshire 03874, hereinafter called the "Grantor"

for consideration paid and in full consideration of the sum of **ONE DOLLAR (\$1.00)**

grants to the **City of Amesbury**, a municipal corporation, of 62 Friend Street, Amesbury, Massachusetts 01913, hereinafter called the "Grantee,"

with QUITCLAIM COVENANTS

A certain parcel of land in Amesbury, Essex County, Massachusetts located on the southerly side of Lion's Mouth Road, and being shown as "Quimby Lane" on a plan entitled "Definitive Subdivision Plan for Quimby Lane Located in Amesbury, Mass.," dated November 15, 2010, prepared by Christiansen & Sergi, Inc., recorded with the Essex South Registry of Deeds in Plan Book 429, Plan 16 (the "Plan"), reference to which Plan is made for a full description of the conveyed premises.

Also conveying three (3) certain drainage easements, as follows:

Drainage easements on Lot 2A and Lot 3A, as shown on the Plan and on a plan entitled "Plan of Land Located in Amesbury, MA, Prepared for D.E.C.M. LLC," dated June 6, 2012, prepared by Christiansen & Sergi, Inc., recorded with the Essex South Registry of Deeds in Plan Book 434, Plan 37.

A drainage easement on Lot 10, as shown on the Plan.

See also Reservation of Drainage Easements, dated June 11, 2012, recorded with the Essex South Registry of Deeds in Book 31420, Page 388.

The Grantee shall have the right to construct, inspect, clear, repair, remove, replace, operate, maintain and forever abandon in place any and all stormwater drain or drains, drainage swales, detention or retention basins, and any manholes, pipes, catch basins, conduits, culverts, channels, and other related structures and/or facilities for the drainage of stormwater, whatever their

PROPERTY ADDRESS: Quimby Lane, Amesbury, MA

origin, and to take any and all steps to facilitate, maintain and ensure the proper drainage of stormwater, and to flow such stormwater onto the drainage easements. The Grantee shall have the right to enter upon the easement premises from time to time, including, without limitation, by foot, motor vehicle, and heavy equipment, for the aforesaid purposes. This grant includes the right of the Grantee to keep the easement premises free from, and the right to remove from the easement premises, any buildings, structures, objects or vegetation (including trees and shrubs) as may be necessary or convenient to exercise the rights granted hereunder.

This deed is given in the ordinary course of business. The grantor entity is not classified as a corporation for federal tax purposes for the current taxable year.

Being a portion of the premises conveyed to the Grantor by deed of Cynthia Rice Appleton, dated June 2, 2011, recorded with the Essex South Registry of Deeds in Book 30453, Page 377.

[Signature Page Follows]

IN WITNESS WHEREOF, D.E.C.M., LLC has caused its seal to be hereto affixed and these presents to be signed in its name and behalf by _____, its Manager, on this _____ day of _____, 2018.

D.E.C.M., LLC

By: _____

Name:

Title: Manager

COMMONWEALTH/STATE OF _____

_____, ss

On this _____ day of _____, 2018, before me, the undersigned notary public, personally appeared _____, Manager of D.E.C.M., LLC, proved to me through satisfactory evidence of identification, which was a valid driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily on behalf of D.E.C.M., LLC for its stated purpose.

Notary Public

My Commission Expires:

ACCEPTANCE OF DEED

The City of Amesbury, acting by and through its Mayor, pursuant to authorization of the City Council as set forth in Bill No. _____, a certified copy of which is attached hereto, hereby accepts the foregoing Quitclaim Deed from D.E.C.M., LLC, on this _____ day of _____, 201__.

CITY OF AMESBURY,
By its Mayor,

C. Kenneth Gray, Mayor

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this _____ day of _____, 2018, before me, the undersigned notary public, personally appeared the above named C. Kenneth Gray, Mayor of the City of Amesbury, as aforesaid, proved to me through satisfactory evidence of identification, which was _____, 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 on behalf of the City of Amesbury.

Notary Public
My Commission Expires:

(Above for recording use only)

QUITCLAIM DEED

Albert Couillard, of Groveland, Essex County, Massachusetts, and **Roland A. Couillard**, of Seabrook, Rockingham, New Hampshire, hereinafter together called the “Grantor”

for consideration paid and in full consideration of the sum of **ONE DOLLAR (\$1.00)**

grant to the **City of Amesbury**, a municipal corporation, of 62 Friend Street, Amesbury, Massachusetts 01913, hereinafter called the “Grantee,”

with QUITCLAIM COVENANTS

A drainage easement in Amesbury, Essex County, Massachusetts located on the southerly side of Lion’s Mouth Road, and being shown as “Drainage Easement,” between Lot 9 and Lot 10, on a plan entitled “Definitive Subdivision Plan for Quimby Lane Located in Amesbury, Mass.” dated November 15, 2010, prepared by Christiansen & Sergi, Inc., recorded with the Essex South Registry of Deeds in Plan Book 429, Plan 16 (the “Plan”), reference to which Plan is made for a full description of the easement area.

The Grantee shall have the right to construct, inspect, clear, repair, remove, replace, operate, maintain and forever abandon in place any and all stormwater drain or drains, drainage swales, detention or retention basins, and any manholes, pipes, catch basins, conduits, culverts, channels, and other related structures and/or facilities for the drainage of stormwater, whatever their origin, and to take any and all steps to facilitate, maintain and ensure the proper drainage of stormwater, and to flow such stormwater onto the drainage easement. The Grantee shall have the right to enter upon the easement premises from time to time, including, without limitation, by foot, motor vehicle, and heavy equipment, for the aforesaid purposes. This grant includes the right of the Grantee to keep the easement premises free from, and the right to remove from the easement premises, any buildings, structures, objects or vegetation (including trees and shrubs) as may be necessary or convenient to exercise the rights granted hereunder.

For deed reference see deed of Cynthia Rice Appleton, dated June 2, 2011, recorded with the Essex Registry of Deeds in Book 30456, Page 561.

[Signature Page Follows]

PROPERTY ADDRESS: Quimby Lane, Amesbury, MA

IN WITNESS WHEREOF, signed under seal on this _____ day of _____, 2018.

Albert Couillard

Roland A. Couillard

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this _____ day of _____, 2018, before me, the undersigned notary public, personally appeared Albert Couillard, proved to me through satisfactory evidence of identification, which was a valid driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this _____ day of _____, 2018, before me, the undersigned notary public, personally appeared Roland A. Couillard, proved to me through satisfactory evidence of identification, which was a valid driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily.

Notary Public
My Commission Expires:

ACCEPTANCE OF DEED

The City of Amesbury, acting by and through its Mayor, pursuant to authorization of the City Council as set forth in Bill No. _____, a certified copy of which is attached hereto, hereby accepts the foregoing Quitclaim Deed from Albert Couillard and Roland A. Couillard, on this _____ day of _____, 201__.

CITY OF AMESBURY,
By its Mayor,

C. Kenneth Gray, Mayor

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this _____ day of _____, 2018, before me, the undersigned notary public, personally appeared the above named C. Kenneth Gray, Mayor of the City of Amesbury, as aforesaid, proved to me through satisfactory evidence of identification, which was _____, 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 on behalf of the City of Amesbury.

Notary Public
My Commission Expires:

ACCEPTANCE OF DEED

The City of Amesbury, acting by and through its Mayor, pursuant to authorization of the City Council as set forth in Bill No. _____, a certified copy of which is attached hereto, hereby accepts a deed from D.E.C.M., LLC, dated June 2, 2011, recorded with the Essex South Registry of Deeds in Book 30453, Page 379, on this _____ day of _____, 2018.

CITY OF AMESBURY,
By its Mayor,

C. Kenneth Gray, Mayor

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this _____ day of _____, 2018, before me, the undersigned notary public, personally appeared the above named C. Kenneth Gray, Mayor of the City of Amesbury, as aforesaid, proved to me through satisfactory evidence of identification, which was _____, 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 on behalf of the City of Amesbury.

Notary Public
My Commission Expires: