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2025 MAY -5 P 3: 39

CITY OF AMESBURY CITY OF AMESBURY, MA
IN THE YEAR TWO THOUSAND TWENTY-FIVE

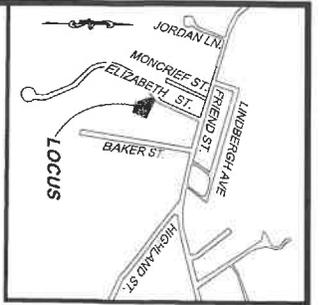
SPONSORED BY: Kassandra Gove **BILL No. 2025- 053**
Kassandra Gove, Mayor

An Order of the Amesbury City Council to Accept an Easement at 12 Elizabeth Street in the City of Amesbury and to authorize the Mayor to execute an Acceptance on behalf of the City of Amesbury.

Summary: The intent of this Order is to approve the acceptance by the City Council to the permanent drainage easement from Deborah S. Drew, Katherine D. Drew, and Kerry Drew-Baxter, record owners of the property located at 12 Elizabeth Street Amesbury, Massachusetts, for the purposes of constructing and maintaining a drainage system to alleviate flooding on the said property, and further to authorize the Mayor to approve and execute the Acceptance for the easement.

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 hereby accepts a Conveyance of a Drainage Easement at 12 Elizabeth Street in the City of Amesbury and authorizes the Mayor to execute an Acceptance on behalf of the City of Amesbury.



LOCUS
NOT TO SCALE

ASSESSOR REFERENCE
AMESBURY ASSESSOR'S MAP 62 LOT 17

REFERENCE PLANS

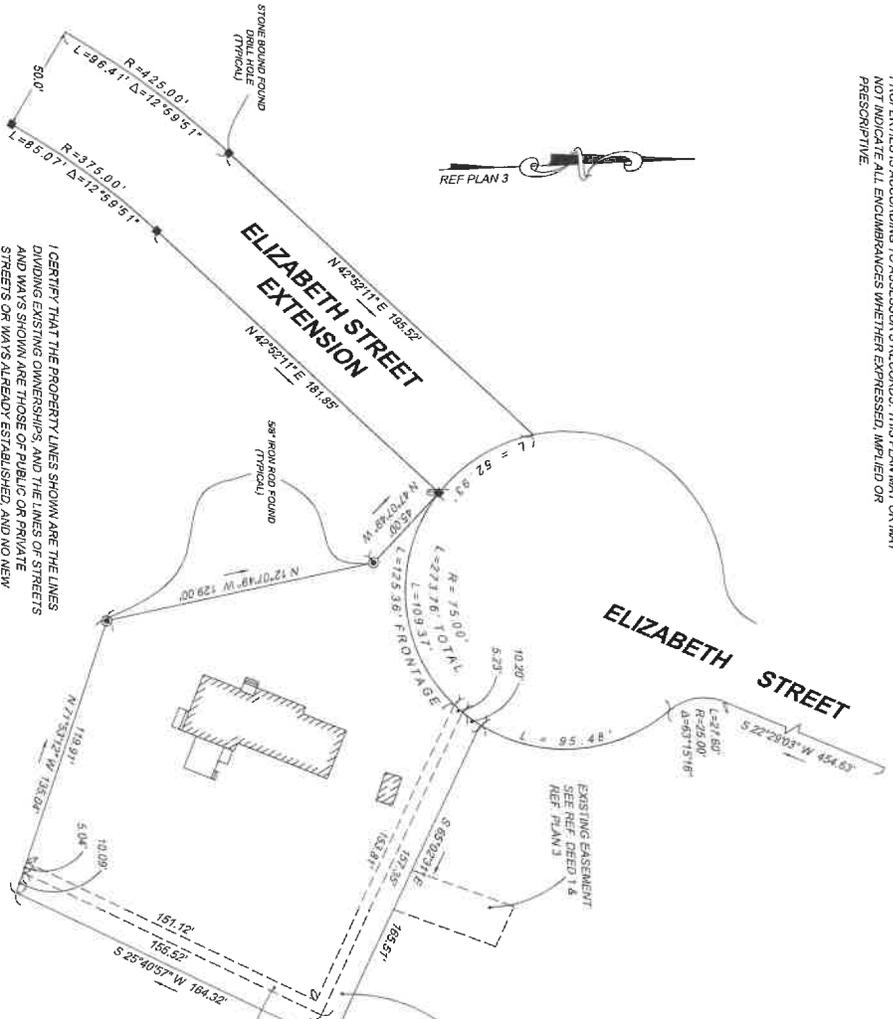
1. PLAN OF LAND SUBDIVISION PREPARED BY MATTHEW S. SHIPP, DEEDS AND PLANS, 116 DEW TO DREW DATED 5/06/2005 PREPARED BY ERLANCS SURVEYS ASSOCIATES DATED MAY 3, 2016 RECORDED SOUTH ESSEX REGISTRY OF DEEDS PLAN BOOK 466 PLAN 65.
2. PROPOSED SUBDIVISION OF LAND AT ELIZABETH ST. AMESBURY, MA PREPARED BY RLM ENGINEERING DATED OCT. 1997 RECORDED SOUTH ESSEX REGISTRY OF DEEDS PLAN BOOK 321 PLAN 89.
3. PROPOSED EASEMENT FOR LAND ON ELIZABETH ST. AMESBURY, MA PREPARED BY RLM ENGINEERING DATED JUNE 1997 RECORDED SOUTH ESSEX REGISTRY OF DEEDS PLAN BOOK 380 PLAN 8.
4. PROPOSED SUBDIVISION OF LAND AT ELIZABETH ST. AMESBURY, MA PREPARED BY RLM ENGINEERING DATED OCT. 1999 RECORDED SOUTH ESSEX REGISTRY OF DEEDS PLAN BOOK 282 PLAN 65.
5. ROADWAY AS-BUILT PLAN PROFILE ELIZABETH ST. EXT. PREPARED BY CAMMETT ENGINEERING DATED AUG. 4, 2000 RECORDED THE CITY OF AMESBURY ENGINEERING DEPT.
6. PLAN OF LAND IN AMESBURY, MA PREPARED FOR DR. REALTY TRUST, PREPARED BY CAMMETT ENGINEERING DATED JUNE 21, 1991 RECORDED SOUTH ESSEX REGISTRY OF DEEDS PLAN BOOK 279 PLAN 93.
7. PLAN OF LAND IN AMESBURY, MA PREPARED FOR FENWOOD REALTY TRUST, PREPARED BY CAMMETT ENGINEERING DATED DEC. 28, 1988 RECORDED SOUTH ESSEX REGISTRY OF DEEDS PLAN BOOK 249 PLAN 64.
8. PLAN OF LAND IN AMESBURY, MA PREPARED BY TOWN PLANNING AND ENGINEERING ASSOC. INC. DATED DEC. 23, 1987, RECORDED SOUTH ESSEX REGISTRY OF DEEDS PLAN BOOK 149 PLAN 39.
9. THE HILLS AT FENWOOD IN AMESBURY, MA PREPARED BY CAMMETT ENGINEERING DATED FEB 9 1986 RECORDED SOUTH ESSEX REGISTRY OF DEEDS PLAN BOOK 229 PLAN 47.

NOTES

1. STATUS OF RIGHT OF WAYS SHOWN AS PUBLIC OR PRIVATE ARE BASED ON REFERENCED DEEDS AND PLANS. NO WARRANTY IS EXPRESSED OR IMPLIED.
2. THIS SURVEY IS NOT A CERTIFICATION TO OWNERSHIP OR TITLE OF LANDS SHOWN. OWNERSHIP AND ENCUMBRANCES ARE MATTERS OF TITLE EXAMINATION NOT OF A BOUNDARY SURVEY. THE INTENT OF THIS PLAN IS TO ESTABLISH THE BOUNDARY LINES OF DEEDS REFERENCED HEREON. OWNERSHIP OF ADJOINING PROPERTIES IS ACCORDING TO ASSESSOR'S RECORDS. THIS PLAN MAY OR MAY NOT INDICATE ALL ENCUMBRANCES WHETHER EXPRESSED, IMPLIED OR PRESCRIPTIVE.

1. BOOK 24266 PAGE 116 DEW TO DREW DATED 5/06/2005 RECORDED SOUTH ESSEX REGISTRY OF DEEDS.

REFERENCE DEEDS



I CERTIFY THAT THIS PLAN CONFORMS TO THE RULES AND REGULATIONS OF THE REGISTRY OF DEEDS.

DATE _____

I CERTIFY THAT THE PROPERTY LINES SHOWN ARE THE LINES DIVIDING EXISTING OWNERSHIPS, AND THE LINES OF STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED, AND NO NEW LINES FOR DIVISION OF EXISTING OWNERSHIPS OR FOR NEW WAYS ARE SHOWN.

CHAPTER 41 SECTION 81X

MICHAEL J. SERGI, P.L.S. _____ DATE _____

THE CERTIFICATION SHOWN ABOVE IS INTENDED TO MEET REGISTRATION REQUIREMENTS AND IS NOT A CERTIFICATION TO TITLE OR OWNERSHIP OF PROPERTY. SHOWN OWNERSHIP OF ADJOINING PROPERTIES ARE ACCORDING TO ASSESSOR'S RECORDS.

EASEMENT PLAN
LOCATED IN
AMESBURY, MASS.
PREPARED FOR
THE CITY OF AMESBURY, MA

DATE: 11/20/24 SCALE: 1"=40'

MILLENNIUM ENGINEERING, INC.

MEI
ENGINEERS AND LAND SURVEYORS
82 ELM ST. SALESBURY, MA 01962 (978) 463-9990
13 HAMPTON RD. EXETER, NH 03833 (603) 778-0588

ORDERED:

COMMONWEALTH OF MASSACHUSETTS

ESSEX, SS.

CITY OF AMESBURY

AMESBURY CITY COUNCIL

At a regularly convened meeting of the City Council of the City of Amesbury, held on the ____ day of _____, 2025, it was voted as follows:

That the City Council of the City of Amesbury, duly elected, qualified, and acting as such, on behalf of the City, votes to authorize the Mayor to accept a permanent easement from Deborah S. Drew, Katherine D. Drew, and Kerry Drew-Baxter, record owners of the property located at 12 Elizabeth Street Amesbury, Massachusetts, for the purposes of constructing and maintaining a drainage system to alleviate flooding on the said property, and further to authorize the Mayor to execute an easement agreement with the owner(s) of said property and to take any other action necessary or convenient to carry out this vote.

YEAS: _____

NAYS: _____

ABSENT: _____

PASSED IN COUNCIL: _____

A True Record, Attest:

Date Approved

Jennifer Smith, City Clerk

Kassandra Gove, Mayor

GRANT OF EASEMENT

We, **Deborah S. Drew, Katherine D. Drew, and Kerry Drew-Baxter** of 12 Elizabeth Street, Amesbury, Massachusetts (the “Grantor”) being the owner in fee simple of property located at 12 Elizabeth Street, Amesbury, Massachusetts, as described in a deed recorded with the Essex South Registry of Deeds in Book 24266, Page 116 (the “Property”), for consideration paid of One and 00/100 Dollar (\$1.00) grants to the **City of Amesbury**, a Massachusetts municipal corporation with a place of business at 62 Friend Street, Amesbury, Massachusetts (the “City”) a temporary easement and a permanent easement (together, the “Easement Areas”) as shown on the plan entitled “Easement Plan Located in Amesbury, Mass.,” dated November 20, 2024, Prepared by Millenium Engineering, Inc. and recorded in the Essex South Registry of Deeds in Plan Book _____, Plan _____ (the “Easement Plan”) for the purposes of constructing and maintaining a drainage system to alleviate flooding on the Property and further described as:

Permanent non-exclusive easement in, on, over, under and along the parcel of land shown on the Easement Plan as “10’ Wide Drainage Easement A= 3,212” for the purposes of installing, constructing, operating, repairing, replacing and forever maintaining a drainage system, in, on, under, and upon the easement area as described herein and any other activities incidental and related thereto as needed and as necessary for such purposes.

Temporary non-exclusive easement in, on, over, under and along the parcel of land shown on the Easement Plan as “5’ Wide Construction Easement A= 1,544” for the purposes of installing and constructing a drainage system and all purposes incidental thereto, in, on, under, and upon the easement area as described herein and any other activities incidental and related thereto as needed and as necessary for such purposes. The temporary easement shall expire upon completion of the installation of the drainage system.

The City shall maintain the Easement Areas at the City’s sole expense. The City may access the Property, for of the Easement Areas. The City shall, except in the case of emergencies, when notice shall be given as soon as practicable, provide Grantor with notice of such access for maintenance twenty-four (24) hours in advance.

The rights granted hereunder include the right to enter upon the Easement Areas from time to time by foot, motor vehicle, and heavy equipment for the aforesaid purposes, together with the right to cut, remove or prune trees and/or other vegetation that may interfere with the rights granted hereunder.

Grantor agrees not to construct, install, or place within the Easement Areas any buildings, structures, fences or other obstructions, as the foregoing may damage the City’s drainage facilities. Grantor agrees to repair any damage it causes to the City’s drainage facilities.

The City, by acceptance hereof, agrees that following completion of the installation of the drainage system and or any maintenance of the drainage system, the City will remove debris, surplus material, and construction equipment, and restore the Easement Areas in a presentable condition as closely resembling the original condition existing before such work as is reasonably possible.

For the Grantor's title see deed recorded with the Essex South Registry of Deeds in Book 24266, Page 116.

Executed as a sealed instrument this ____ day of _____, 2025.

Deborah S. Drew

COMMONWEALTH OF MASSACHUSETTS

_____, ss

On this ____ day of _____, 2025, before me, the undersigned notary public, personally appeared Deborah S. Drew, 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 she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

Executed as a sealed instrument this ____ day of _____, 2025.

Katherine D. Drew

COMMONWEALTH OF MASSACHUSETTS

_____, ss

On this ____ day of _____, 2025, before me, the undersigned notary public, personally appeared Katherine D. Drew, 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 she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

Executed as a sealed instrument this ____ day of _____, 2025.

Kerry Drew-Baxter

COMMONWEALTH OF MASSACHUSETTS

_____, ss

On this ____ day of _____, 2025, before me, the undersigned notary public, personally appeared Kerry Drew-Baxter, 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 she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires: