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CITY OF AMESBURY, MA

CITY OF AMESBURY
IN THE YEAR TWO THOUSAND TWENTY-FIVE

SPONSORED BY: Kassandra Gove BILL No. 2025-094
Kassandra Gove, Mayor

An Order of the Amesbury City Council to Accept an Easement from Newburyport Homes LLC for the purposes of installing, accessing, operating, maintaining, repairing and replacing the water line, curb box and fire hydrant now on, or to be placed on, the property located at 101-107 Market Street, Amesbury, Massachusetts and to Authorize the Mayor to Execute an Acceptance on Behalf of the City of Amesbury.

Summary: The City of Amesbury has requested an easement to install, access, operate, maintain, repair and replace the water line, curb box and fire hydrant now on, or to be placed on, the Property, said easement more particularly described as the area labeled as "20' WIDE UTILITY EASEMENT" on the site plan entitled "Exhibit A 'Easement Exhibit'" prepared by Winter GEC, LLC dated October 28, 2024 . The intent of this Order is to obtain the acceptance of the easement by the City Council and to authorize the Mayor to approve and execute the Acceptance of the easement on behalf of the City of Amesbury.

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 from Newburyport Homes LLC the conveyance of a water line, curb box and fire hydrant on the property located at 101-107 Market Street, Amesbury, Massachusetts as described in the Fire Hydrant/Water Line Easement Agreement and authorizes the Mayor to execute an Acceptance on behalf of the City of Amesbury.

Property Address: 101-107 Market Street, Amesbury, Massachusetts 01913

FIRE HYDRANT/WATER LINE EASEMENT AGREEMENT

This Fire Hydrant/Water Line Easement Agreement (the "Agreement") is granted this ___ day of _____, 2025, by **Newburyport Homes LLC**, a Massachusetts Limited Liability Company with its principal office at 11 Lunt Street, Byfield, Massachusetts 01922 ("Grantor") to the **City of Amesbury**, a municipal corporation duly organized under the laws of the Commonwealth of Massachusetts, located at 62 Friend Street, Amesbury, Massachusetts 01913 (together with its successors and assigns, "Grantee").

WHEREAS, the Grantor is the owner of the property located at 101-107 Market Street, Amesbury, Essex County, Massachusetts by deed dated February 16, 2024, and recorded with the Essex South District Registry of Deeds (the "Registry") at Book 41989, Page 156 (the "Property"); and

WHEREAS, the City of Amesbury has requested that Newburyport Homes LLC grant an easement for a water line and fire hydrant located on the Property.

NOW THEREFORE, for nominal consideration paid the receipt and sufficiency of which are hereby acknowledged and for the promises set forth below, Grantor does hereby grant to Grantee the following rights and easement:

1. Grant of a Non-Exclusive Fire Hydrant/Water Line Easement. Grantor does hereby grant, with quitclaim covenants, to Grantee the following non-exclusive fire hydrant/water line easement (the "Easement") to run with the land as follows:

- (a) The non-exclusive right of the City of Amesbury to install, access, use, operate, maintain, repair and replace a fire hydrant, water line, curb box, and related appurtenances, in the location shown as "20' Wide Utility Easement" on a plan entitled "Exhibit A 'Easement Exhibit,'" dated October 28, 2024, prepared by Winter GEC, LLC, attached hereto as Exhibit A (the "Easement Premises"). The Grantee shall have the right of entry upon and passage over said Easement Premises, together with reasonable rights of ingress and egress for all purposes stated herein and

uses incidental thereto, by, without limitation, foot, motor vehicle, and equipment.

- (b) Grantor agrees not to erect or maintain within the Easement Premises any permanent or temporary building, structures, objects or physical obstructions of any kind or nature whatsoever, including trees and shrubbery or to permit the same to be so erected or maintained, without the prior written consent of Grantee.
- (c) Grantee covenants that, in the event the surface of the Easement Premises is disturbed at any time and from time to time by the Grantee or any party acting on behalf of the Grantee, the Grantee, at its sole cost and expense and within a reasonable time thereafter, shall repair and restore the surface of the Easement Premises, as nearly as possible, to the condition which existed prior to any such disturbance, provided the Grantee shall not be responsible to restore or replace any buildings, structures, objects or physical obstructions, including landscaping disturbed during said work.
- (d) Grantor agrees not to interfere with, nor grant any other easements, leases or licenses to the Easement Premises which will interfere with the Grantee's perpetual easement on the Easement Premises without the prior written consent of the Grantee.

2. Limitations and Restrictions. The rights and easements granted herein shall not include any right to construct or install any improvements not related to drainage, nor shall it impose any obligation upon the Grantor to maintain the drainage infrastructure or conduct repairs which at all times shall be the obligation of the Grantee.

3. No Liability: Grantor does not assume any responsibility to the Grantee, the general public, or anyone else in connection with its or their use of this Easement which use shall be at its and their discretion and risk.

4. No Representations or Warranties. Grantor makes no representation or warranty, either express or implied, with respect to the condition of any portion of the Property or the improvements now or hereafter constructed thereon.

5. Perpetual. This Easement and conditions provided herein shall be perpetual and irrevocable and shall be deemed to be covenants running with the land and shall inure to the benefit of and be binding upon the Grantor and the Grantee and their respective successors and assigns.

6. Compliance with Law. In the performance of its obligations hereunder, Grantee shall comply promptly with all laws, regulations and governmental permits and approvals. The Grantee shall be responsible for any and all permits or approvals necessary to exercise any rights or privileges granted hereunder.

7. Amendment. Except as otherwise expressly set forth in this Agreement, no amendments or modifications of this Agreement shall be effective without the prior written consent of each party at the time of such amendment or modification.

8. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be declared to be invalid or unenforceable, then the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

9. Governing Law. This Agreement shall be construed and interpreted under the laws of the Commonwealth of Massachusetts.

10. Notices. Unless otherwise specified herein, any notice to be given hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand, or (b) when mailed by registered or certified mail return receipt requested, or (c) when sent by overnight delivery (such as FedEx), or (d) when sent by daytime courier, addressed as follows:

If to Grantor: Christopher Horan, Manager
Newburyport Homes LLC
11 Lunt Street
Byfield, MA 01922

If to Grantee: City of Amesbury
Mayor
City Hall
62 Friend Street
Amesbury, MA 01913

Each party's notice address may change upon prior written notice to the other party. Notices shall be deemed delivered on the date received or on the date that the addressee has refused delivery, or on the date that the notice is returned to sender due to the inability of the postal authorities to deliver.

11. Not a Public Dedication. Nothing contained in this Agreement shall be deemed to be a gift or dedication of or a restriction or covenant upon any part of the remaining portion of the Property, for the benefit of the general public.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

EXECUTED as a sealed instrument on the date first written above.

GRANTOR:

NEWBURYPORT HOMES LLC

By: _____
Christopher Horan, Its Manager

COMMONWEALTH OF MASSACHUSETTS

Essex County, ss.

On this ____ day of _____, 2025, before me, the undersigned Notary Public, personally appeared the above-named Christopher Horan, as Manager of Newburyport Homes LLC, proved to me by satisfactory evidence of identification, being (check whichever applies):
 driver's license or other state or federal governmental document bearing a photographic image,
 oath or affirmation of a credible witness known to me who knows the above signatory, or
my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose, on behalf of Newburyport Homes LLC.

(Print Name of Notary Public): _____
My commission expires: _____
Qualified in the Commonwealth of Massachusetts

ACCEPTANCE

The City of Amesbury, by and through its Mayor, pursuant to Bill 2025-__ of the Amesbury City Council, a certified copy of which is attached hereto, hereby accepts the foregoing Fire Hydrant/Water Line Easement from Newburyport Homes LLC, this __ day of _____, 2025.

GRANTEE:

CITY OF AMESBURY

By: _____
Kassandra Gove, Mayor

COMMONWEALTH OF MASSACHUSETTS

Essex County, ss.

On this ____ day of _____, 2025, before me, the undersigned Notary Public, personally appeared the above-named Kassandra Gove, Mayor of the City of Amesbury, proved to me by satisfactory evidence of identification, being (check whichever applies): driver's license or other state or federal governmental document bearing a photographic image, oath or affirmation of a credible witness known to me who knows the above signatory, or my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by her voluntarily for its stated purpose, on behalf of the City of Amesbury.

(Print Name of Notary Public): _____
My commission expires: _____
Qualified in the Commonwealth of Massachusetts

