

Legislative and Legal Affairs Committee

March 21, 2022

Order No.22-1008516

Manager Comments

Proposed Council Order

and

Associated Release Deeds

Sewer Easements

and

Amendment to Easement

## City Council

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**From:** Jason Grossfield  
**Sent:** Thursday, March 10, 2022 4:48 PM  
**To:** City Council  
**Cc:** Sean Divoll; Thomas DiPersio; Mayor; Patricia Bernard; Ryan Egan; Jeremy McManus; Steven Kerrigan  
**Subject:** Order No. 2022-1008516 - Various Easements/Lacombe St. Ext.  
**Attachments:** Order 3-10-22.pdf; Easements with Order - 3-10-22.pdf

Dear Honorable Committee Members: In connection with the above-referenced order, enclosed please find a proposed council order and associated release deeds, sewer easements, and amendment to easement for your consideration. City Engineer DiPersio will be filing additional information on this item as well for your review.

Please contact us with any questions.

Thank you,  
-Jason

Jason D. Grossfield  
City Solicitor  
City of Marlborough  
City Hall, 4th Floor  
140 Main Street  
Marlborough, MA 01752  
T: (508) 460-3771  
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ORDERED:

That the City Council for the City of Marlborough having received a request on behalf of Lacombe Business Center and Jeffery Furmanick and Jonathan White, Trustees of the 58 and 62 Lacombe Street Trust (collectively the "Requesters") to release any rights that the City of Marlborough may own in a certain thirty (30') foot strip of land (the "Sewer Land") which may have previously been taken or reserved for municipal sewer purposes, and to affirmatively grant a sewer easement over said Sewer Land in favor of the City of Marlborough, located within the properties known as 44, 51, 58, and 62 Lacombe Street, Marlborough, MA, and where the City Engineer has confirmed that to the extent the City may own any such rights in the Sewer Land they are no longer needed for a public purpose provided that the City maintains a sewer easement over the Sewer Land, and further,

Requester Lacombe Business Center and the City, upon the recommendation of the City Engineer, seek to amend certain drainage and flow easements previously granted to the City at the time of the Street Acceptance of the Lacombe Street Extension in order to clarify the location of the easement areas over the properties known as 51, 61, and 65 Lacombe Street, Marlborough, MA,

In furtherance of the above, the City Council hereby authorizes the following:

(1) The Mayor is authorized to execute release deeds in connection with any rights held by the City in the Sewer Land substantially in the form attached hereto;

(2) The City hereby accepts the sewer easements in the Sewer Land substantially in the form attached hereto, reflecting the area shown as "Proposed 30' Wide Sewer Easement" as shown on the plan prepared by Engineering Design Consultants, Inc. titled Proposed Lotting & Sewer Easement Exhibit, Sheet 2 of 2, Date: February 7, 2022;

(3) The Mayor is authorized to execute an Amendment to Easement in connection with the above-referenced drainage and flow easements held by the City substantially in the form attached hereto, reflecting the amended area as shown on the plan referenced therein; and

(4) The release deeds, sewer easements, and amendment to easement shall be recorded together contemporaneously by the requesters. All costs associating with recording all necessary documents and plans referenced herein with the Registry of Deeds shall be the responsibility of the requesters, and a copy of all recorded documents shall be contemporaneously filed by the requesters with the City Engineer and City Solicitor.

ADOPTED  
In City Council  
Order No. 22-  
Adopted

Approved by Mayor  
Arthur G. Vigeant  
Date:

A TRUE COPY  
ATTEST:

## PARTIAL RELEASE DEED

CITY OF MARLBOROUGH, a municipal corporation formed under the laws of the Commonwealth of Massachusetts, and having an address at 140 Main Street, Marlborough, MA 01752 in Middlesex County (hereinafter referred to as the "City"), for and in consideration of a new thirty (30) foot wide, plus or minus, permanent sewer easement recorded as of even date herewith (the "New Easement") granted by Lacombe Business Center, LLC, a Massachusetts Limited Liability Company with a principal place of business at 65 Lacombe Street, Marlboro, MA 01752 (the "Grantor") over land owned of record by Grantor known as: (A) 44 Lacombe Street Marlborough, Massachusetts; and more particularly described in three certain Deeds recorded with the Middlesex County South Registry of Deeds ("Registry") in Deed Book 51979 Page 579, Deed Book 63119 Page 14, and Deed Book 71868 Page 556; and more particularly shown as the Land of Lacombe Business Center, LLC on the certain Plan recorded as Plan 35 of 2020, (B) 51 Lacombe Street Marlborough, Massachusetts; and more particularly described in the certain Deed recorded with the Registry in Deed Book 39340 Page 1; and more particularly shown as Lot 4B on the certain Plan recorded as Plan 1027 of 2000. (collectively the "Grantor's Land"), hereby releases unto Grantor and unto all persons claiming by, through or under Grantor, all of its right, title and interest in and to a portion of that certain other sewer taking upon said Grantor's Land being more particularly described as follows:

Parcel 1: The northerly portion of the strip of land thirty (30) feet in width more particularly shown as "Existing Sewer Easement" Area of 422± S.F. and "Utility Easement" Area of 2,998± S.F. on the certain Plan recorded as Plan 493 of 1998.

Parcel 2: The southerly portion of the strip of land thirty (30) feet in width more particularly shown as "Existing Sewer Easement" Area of 189± S.F. on the certain Plan recorded as Plan 1027 of 2000.

Said Parcel 1 and Parcel 2 (collectively the "Released Taking Area") constituting a portion of a strip of land originally reserved by the City in the certain deed recorded in Deed Book 8498 Page 148; and more particularly shown as the City of Marlborough Sewer Taking, Area 17,000 sq. ft. more or less on the certain Plan recorded as Plan 1167 of 1955.

It is the intention of City that this instrument constitute a release of the Released Taking Area only, and that all of City's rights, title and interest in and to all other land and easements covered by the Deed or Order of Taking shall not be affected by this Partial Release Deed. City hereby reserves and reaffirms for itself and its successors and assigns all rights, title and interest in the lands and easements covered by the Deed or Order of Taking other than the Released Taking Area. To the extent that City may have acquired other rights and easements affecting the Grantor's Land by or under any other deeds or instruments of record, this Partial Release Deed shall in no way affect or impair any such other rights and easements.

Witness my hand and seal on \_\_\_\_\_, 2022

\_\_\_\_\_  
City of Marlborough, acting through its Mayor,  
Arthur G. Vigeant

**COMMONWEALTH OF MASSACHUSETTS**

Middlesex.

\_\_\_\_\_, 2022

Then before me personally appeared Arthur G. Vigeant, Mayor as aforesaid, showing sufficient identification, which was MA driver's license, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged this as his free act and deed and the free act and deed of said City of Marlborough, before me.

\_\_\_\_\_  
Notary Public  
My commission expires:

## PARTIAL RELEASE DEED

CITY OF MARLBOROUGH, a municipal corporation formed under the laws of the Commonwealth of Massachusetts, and having an address at 140 Main Street, Marlborough, MA 01752 in Middlesex County (hereinafter referred to as the "City"), for and in consideration of a new thirty (30) foot wide, plus or minus, permanent sewer easement recorded as of even date herewith (the "New Easement") granted by Jeffrey C. Furmanick and Johnathan H. White, Trustees of the 58 Lacombe Street Realty Trust, u/d/t dated December 11, 2017, a certificate for which is recorded with the Middlesex South District Registry of Deeds, Book 70470, Page 323, of 62 Lacombe Street, Marlboro, MA 01752 (the "Grantor") over land owned of record by Grantor known as 58 Lacombe Street Marlborough, Massachusetts, and more particularly described in the certain deed recorded with the Middlesex County South Registry of Deeds (the "Registry") in Deed Book 70470 Page 328; and more particularly shown as Lot 1A on the certain Plan recorded as Plan 1027 of 2000 (the "Grantor's Land"), hereby releases unto Grantor and unto all persons claiming by, through or under Grantor, all of its right, title and interest in and to a portion of that certain other sewer taking upon said Grantor's Land being more particularly described as follows:

Parcel 1: The southerly portion of the strip of land thirty (30) feet in width more particularly shown as "Existing Sewer Easement" Area of 4,378± S.F. on the certain Plan recorded as Plan 1027 of 2000; and

Parcel 2: The northerly portion of the strip of land thirty (30) feet in width more particularly shown as "Existing Sewer Easement" Area of 2,861± S.F. on the certain Plan recorded as Plan 1027 of 2000.

Said Parcel 1 and Parcel 2 (collectively the "Released Taking Area") constituting a portion of a strip of land originally reserved by the City in the certain deed recorded in Deed Book 8498 Page 148; and more particularly shown as the City of Marlborough Sewer Taking, Area 17,000 sq. ft. more or less on the certain Plan recorded as Plan 1167 of 1955.

It is the intention of City that this instrument constitute a release of the Released Taking Area only, and that all of City's rights, title and interest in and to all other land and easements covered by the Deed or Order of Taking shall not be affected by this Partial Release Deed. City hereby reserves and reaffirms for itself and its successors and assigns all rights, title and interest in the lands and easements covered by the Deed or Order of Taking other than the Released Taking Area. To the extent that City may have acquired other rights and easements affecting the Grantor's Land by or under any other deeds or instruments of record, this Partial Release Deed shall in no way affect or impair any such other rights and easements.

Witness my hand and seal on \_\_\_\_\_, 2022

\_\_\_\_\_  
City of Marlborough, acting through its Mayor,  
Arthur G. Vigeant

COMMONWEALTH OF MASSACHUSETTS

Middlesex.

\_\_\_\_\_, 2022

Then before me personally appeared Arthur G. Vigeant, Mayor as aforesaid, showing sufficient identification, which was MA driver's license, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged this as his free act and deed and the free act and deed of said City of Marlborough, before me.

\_\_\_\_\_

Notary Public

My commission expires:



## PARTIAL RELEASE DEED

CITY OF MARLBOROUGH, a municipal corporation formed under the laws of the Commonwealth of Massachusetts, and having an address at 140 Main Street, Marlborough, MA 01752 in Middlesex County (hereinafter referred to as the "City"), for and in consideration of a new thirty (30) foot wide, plus or minus, permanent sewer easement recorded as of even date herewith (the "New Easement") granted by Jeffrey C. Furmanick and John H. White, Trustees of the 62 Lacombe Street Realty Trust, u/d/t dated February 29, 2012, a certificate for which is recorded with the Middlesex South District Registry of Deeds, Book 58602, Page 260 with a principal place of business at 62 Lacombe Street, Marlboro, MA 01752 (the "Grantor") over land owned of record by Grantor known as 62 Lacombe Street Marlborough, Massachusetts, and more particularly described in the certain deed recorded with the Middlesex County South Registry of Deeds (the "Registry") in Deed Book 58602 Page 262; and more particularly shown as Lot 2A on the certain Plan recorded as Plan 1027 of 2000 (the "Grantor's Land"), hereby releases unto Grantor and unto all persons claiming by, through or under Grantor, all of its right, title and interest in and to a portion of that certain other sewer taking upon said Grantor's Land being more particularly described as follows:

Parcel 1: The southerly portion of the strip of land thirty (30) feet in width more particularly shown as "Existing Sewer Easement" Area of 2,992± S.F. on the certain Plan recorded as Plan 1027 of 2000; and

Parcel 2: The northerly portion of the strip of land thirty (30) feet in width more particularly shown as "Existing Sewer Easement" Area of 2,925± S.F. on the certain Plan recorded as Plan 1027 of 2000.

Said Parcel 1 and Parcel 2 (collectively the "Released Taking Area") constituting a portion of a strip of land originally reserved by the City in the certain deed recorded in Deed Book 8498 Page 148; and more particularly shown as the City of Marlborough Sewer Taking, Area 17,000 sq. ft. more or less on the certain Plan recorded as Plan 1167 of 1955.

It is the intention of City that this instrument constitute a release of the Released Taking Area only, and that all of City's rights, title and interest in and to all other land and easements covered by the Deed or Order of Taking shall not be affected by this Partial Release Deed. City hereby reserves and reaffirms for itself and its successors and assigns all rights, title and interest in the lands and easements covered by the Deed or Order of Taking other than the Released Taking Area. To the extent that City may have acquired other rights and easements affecting the Grantor's Land by or under any other deeds or instruments of record, this Partial Release Deed shall in no way affect or impair any such other rights and easements.

Witness my hand and seal on \_\_\_\_\_, 2022

\_\_\_\_\_  
City of Marlborough, acting through its Mayor,  
Arthur G. Vigeant

**COMMONWEALTH OF MASSACHUSETTS**

Middlesex.

\_\_\_\_\_, 2022

Then before me personally appeared Arthur G. Vigeant, Mayor as aforesaid, showing sufficient identification, which was MA driver's license, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged this as his free act and deed and the free act and deed of said City of Marlborough, before me.

\_\_\_\_\_

Notary Public

My commission expires:

## GRANT OF SEWER EASEMENT

Lacombe Business Center, LLC, a Massachusetts Limited Liability Company with a principal place of business at 65 Lacombe Street, Marlborough, MA 01752, ("Grantor")

For consideration paid and in full consideration of One Dollar (\$1.00), and other good and valuable consideration,

hereby grants to the CITY OF MARLBOROUGH, a municipal corporation formed under the laws of the Commonwealth of Massachusetts, and having an address at 140 Main Street, Marlborough, MA 01752 in Middlesex County ("Grantee"), its successors and assigns forever, with quitclaim covenants

a perpetual right and easement to operate, construct, install maintain, replace, repair, inspect, and improve a sanitary sewer, a system of sewerage, and other appurtenances thereto to consisting of but not limited to pipes, conduits, manholes, vaults and castings on, through, over and under a portion of land known as 44 and 51 Lacombe Street, Marlborough, MA, being shown as "Lots 3B and 4B" respectively on a Plan of Land recorded with the Middlesex South Registry of Deeds as Plan No. 1027 of 2000, and being more particularly described as follows:

### DESCRIPTION

Easement 8, a sewer easement in width of 30', more or less, of 190± S.F. as particularly shown on the certain Plan recorded as Plan \_\_\_\_\_ of 2022.

Easement 22, a sewer easement in width of 30', more or less, of 3,420± S.F. as particularly shown on the certain Plan recorded as Plan \_\_\_\_\_ of 2022.

The above granted rights being more particularly described as the right to lay, inspect, construct, reconstruct, relocate, operate, maintain, alter, renew, replace, abandon forever, add to and remove for a sanitary sewer and system of sewerage the necessary pipes, conduits, manholes, vaults, castings and/or other appurtenances that are or shall be required to install and operate a sewer line, on, over and under the easement area and to do all other acts incidental to the foregoing, including the right to pass and repass over the land of Grantor, its successors and assigns, with people, equipment, supplies for access thereto for all of the above purposes.

Also granted is the perpetual right and easement at any time and from time to time to clear and keep cleared that portion and areas of the premises wherein the utilities are located, of trees, roots, branches, shrubs, brush, bushes, structures, objects and surfaces as may, in the reasonable opinion of the Grantee, its successors and assigns, interfere with the safe and efficient operation and maintenance of said sanitary sewer and system of sewerage.

The Grantor shall have the right to use and enjoy the Easement Areas for the purposes stated herein in common with the Grantee and others legally entitled thereto, provided that the Grantor's use does not interfere with the perpetual rights and easements granted to Grantee herein.

The Grantee, for itself, its successors and assigns, further agrees that it will promptly restore the surface disturbed by it in the exercise of the rights herein granted, in a good and workmanlike manner, substantially to the same condition as existed prior to its being disturbed.

Grantor, its successors and assigns may not place any building, shed or other permanent object or encroachment within the easement area which would materially or unreasonably affect and/or interfere with the purpose of the easement.

It is intended that this easement be conveyed by the Grantor to the City of Marlborough.

The grant of easement is and shall be binding upon the Grantor, its successors and/or assigns, and inure to the benefit of the Grantee. Grantor warrants that the undersigned individual is the authorized signatory and is empowered to grant this easement on the terms and conditions stated herein.

For Grantor's title, see deed dated May 28, 2003, recorded with said registry of deeds in Book 39340, Page 1.

Witness our hands and seals on \_\_\_\_\_, 2022

\_\_\_\_\_  
Lacombe Business Center, LLC, by its Manager  
Paul A. DiTullio

**COMMONWEALTH OF MASSACHUSETTS**

Middlesex. \_\_\_\_\_, 2022

Then before me personally appeared Paul A. DiTullio, Manager as aforesaid, showing sufficient identification, which was MA driver's license, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged this as his free act and deed and the free act and deed of said LLC, before me.

\_\_\_\_\_  
Notary Public  
My commission expires:

## GRANT OF SEWER EASEMENT

Jeffrey C. Furmanick and Johnathan H. White, Trustees of the 58 Lacombe Street Realty Trust, u/d/t dated December 11, 2017, certificate for which is recorded with the Middlesex South District Registry of Deeds, Book 70470, Page 323, of 62 Lacombe Street, Marlborough, MA 01752 ("Grantor")

For consideration paid and in full consideration of One Dollar (\$1.00), and other good and valuable consideration,

hereby grants to the CITY OF MARLBOROUGH, a municipal corporation formed under the laws of the Commonwealth of Massachusetts, and having an address at 140 Main Street, Marlborough, MA 01752 in Middlesex County ("Grantee"), its successors and assigns forever, with quitclaim covenants

a perpetual right and easement to operate, construct, install maintain, replace, repair, inspect, and improve a sanitary sewer, a system of sewerage, and other appurtenances thereto consisting of but not limited to pipes, conduits, manholes, vaults and castings on, through, over and under a portion of land known as 58 Lacombe Street, Marlborough, MA, being shown as "Lot 1A" on a Plan of Land recorded with the Middlesex South Registry of Deeds as Plan No. 1027 of 2000, and being more particularly described as follows:

### DESCRIPTION

Easement 18, a sewer easement in width of 30' , more or less, of 4,380± S.F. as particularly shown on the certain Plan recorded as Plan \_\_\_\_\_ of 2022.

Easement 20, a sewer easement in width of 30' , more or less, of 2,860± S.F. as particularly shown on the certain Plan recorded as Plan \_\_\_\_\_ of 2022.

The above granted rights being more particularly described as the right to lay, inspect, construct, reconstruct, relocate, operate, maintain, alter, renew, replace, abandon forever, add to and remove for a sanitary sewer and system of sewerage the necessary pipes, conduits, manholes, vaults, castings and/or other appurtenances that are or shall be required to install and operate a sewer line, on, over and under the easement area and to do all other acts incidental to the foregoing, including the right to pass and repass over the land of Grantor, its successors and assigns, with people, equipment, supplies for access thereto for all of the above purposes.

Also granted is the perpetual right and easement at any time and from time to time to clear and keep cleared that portion and areas of the premises wherein the utilities are located, of trees, roots, branches, shrubs, brush, bushes, structures, objects and surfaces as may, in the reasonable opinion of the Grantee, its successors and assigns, interfere with the safe and efficient operation and maintenance of said sanitary sewer and system of sewerage.

The Grantor shall have the right to use and enjoy the Easement Areas for the purposes stated herein in common with the Grantee and others legally entitled thereto, provided that the

Grantor's use does not interfere with the perpetual rights and easements granted to Grantee herein

The Grantee, for itself, its successors and assigns, further agrees that it will promptly restore the surface disturbed by it in the exercise of the rights herein granted, in a good and workmanlike manner, substantially to the same condition as existed prior to its being disturbed.

Grantor, its successors and assigns may not place any building, shed or other permanent object or encroachment within the easement area which would materially or unreasonably affect and/or interfere with the purpose of the easement.

It is intended that this easement be conveyed by the Grantor to the City of Marlborough.

The grant of easement is and shall be binding upon the Grantor, its successors and/or assigns, and inure to the benefit of the Grantee. . Grantor warrants that the undersigned individual is the authorized signatory and is empowered to grant this easement on the terms and conditions stated herein.

For Grantor's title, see deed dated January 3, 2018, recorded with said registry of deeds in Book 70470, Page 328.

We hereby certify that we are all the currently serving Trustees of the aforescribed Trust; that we are duly authorized by the terms of this Trust and are in full compliance with said Trust to perform this conveyance, and to sign any and all documents necessary to effectuate this transfer; that the Trust has not been amended, altered, modified, revoked or terminated, but remains in full force and effect; and no beneficiary is a minor or a corporation.

Witness our hands and seals on \_\_\_\_\_, 2022

\_\_\_\_\_  
Jeffrey C. Furmanick Trustee

\_\_\_\_\_  
Johnathan H. White, Trustee

**COMMONWEALTH OF MASSACHUSETTS**

Middlesex.

\_\_\_\_\_, 2022

Then before me personally appeared Jeffrey C. Furmanick and Johnathan H. White, Trustees, as aforesaid, showing sufficient identification, which were MA driver's license, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged this as their free acts and deeds and the free act and deed of said Trust, before me.

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

My commission expires:

## GRANT OF SEWER EASEMENT

Jeffrey C. Furmanick and John H. White, Trustees of the 62 Lacombe Street Realty Trust, u/d/t dated February 29, 2012, a certificate for which is recorded with the Middlesex South District Registry of Deeds, Book 58602, Page 260 with a principal place of business at 62 Lacombe Street, Marlborough, MA 01752 ("Grantor")

For consideration paid and in full consideration of One Dollar (\$1.00), and other good and valuable consideration,

hereby grants to the CITY OF MARLBOROUGH, a municipal corporation formed under the laws of the Commonwealth of Massachusetts, and having an address at 140 Main Street, Marlborough, MA 01752 in Middlesex County ("Grantee"), its successors and assigns forever, with quitclaim covenants a perpetual right and easement to operate, construct, install maintain, replace, repair, inspect, and improve a sanitary sewer, a system of sewerage, and other appurtenances thereto to consisting of but not limited to pipes, conduits, manholes, vaults and castings on, through, over and under a portion of land known as 62 Lacombe Street, Marlborough, MA, being shown as "Lot 2A" on a Plan of Land recorded with the Middlesex South Registry of Deeds as Plan No. 1027 of 2000, and being more particularly described as follows:

### DESCRIPTION

Easement 10, a sewer easement in width of 30', more or less, of 2,990± S.F. as particularly shown on the certain Plan recorded as Plan \_\_\_\_\_ of 2022.

Easement 14, a sewer easement in width of 30', more or less, of 2,925± S.F. as particularly shown on the certain Plan recorded as Plan \_\_\_\_\_ of 2022.

The above granted rights being more particularly described as the right to lay, inspect, construct, reconstruct, relocate, operate, maintain, alter, renew, replace, abandon forever, add to and remove for a sanitary sewer and system of sewerage the necessary pipes, conduits, manholes, vaults, castings and/or other appurtenances that are or shall be required to install and operate a sewer line, on, over and under the easement area and to do all other acts incidental to the foregoing, including the right to pass and repass over the land of Grantor, its successors and assigns, with people, equipment, supplies for access thereto for all of the above purposes.

Also granted is the perpetual right and easement at any time and from time to time to clear and keep cleared that portion and areas of the premises wherein the utilities are located, of trees, roots, branches, shrubs, brush, bushes, structures, objects and surfaces as may, in the reasonable opinion of the Grantee, its successors and assigns, interfere with the safe and efficient operation and maintenance of said sanitary sewer and system of sewerage.

The Grantor shall have the right to use and enjoy the Easement Areas for the purposes stated herein in common with the Grantee and others legally entitled thereto, provided that the



Grantor's use does not interfere with the perpetual rights and easements granted to Grantee herein.

The Grantee, for itself, its successors and assigns, further agrees that it will promptly restore the surface disturbed by it in the exercise of the rights herein granted, in a good and workmanlike manner, substantially to the same condition as existed prior to its being disturbed.

Grantor, its successors and assigns may not place any building, shed or other permanent object or encroachment within the easement area which would materially or unreasonably affect and/or interfere with the purpose of the easement.

It is intended that this easement be conveyed by the Grantor to the City of Marlborough.

The grant of easement is and shall be binding upon the Grantor, its successors and/or assigns, and inure to the benefit of the Grantee. Grantor warrants that the undersigned individuals are the authorized signatories and are empowered to grant this easement on the terms and conditions stated herein.

For Grantor's title, see deed dated March 2, 2012, recorded with said registry of deeds in Book 58602, Page 262.

We hereby certify that we are all the currently serving Trustees of the aforescribed Trust; that we are duly authorized by the terms of this Trust and are in full compliance with said Trust to perform this conveyance, and to sign any and all documents necessary to effectuate this transfer; that the Trust has not been amended, altered, modified, revoked or terminated, but remains in full force and effect; and no beneficiary is a minor or a corporation.

Witness our hands and seals on \_\_\_\_\_, 2022

\_\_\_\_\_  
Jeffrey C. Furmanick, Trustee

\_\_\_\_\_  
John H. White, Trustee

**COMMONWEALTH OF MASSACHUSETTS**

Middlesex. \_\_\_\_\_, 2022

Then before me personally appeared Jeffrey C. Furmanick and John H. White, Trustees, as aforesaid,

showing sufficient identification, which were MA driver's license, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged this as their free acts and deeds and the free act and deed of said Trust, before me.

---

Notary Public  
My commission expires:

## AMENDMENT TO EASEMENT

This Amendment to Easement (this "Amendment") is made as of this \_\_\_ day of \_\_\_\_\_, 2022, by and between the Lacombe Business Center, LLC, a Massachusetts Limited Liability Company with a principal place of business at 65 Lacombe Street, Marlboro, MA 01752, ("Grantor") and CITY OF MARLBOROUGH, a municipal corporation formed under the laws of the Commonwealth of Massachusetts, and having an address at 140 Main Street, Marlborough, MA 01752 in Middlesex County ("Grantee"), its successors and assigns.

WHEREAS, Grantor is the owner of that certain parcel of land known as 51 Lacombe Street Marlborough, Massachusetts; and more particularly described in the certain Deed recorded with the Middlesex County South Registry of Deeds in Deed Book 39340 Page 1; and more particularly shown as Lot 4B on the certain Plan recorded as Plan 1027 of 2000, and that certain parcel of land known as 61 and 65 Lacombe Street Marlborough, Massachusetts; and more particularly described in the certain Deed recorded with the Middlesex County South Registry of Deeds in Deed Book 39340 Page 1; and more particularly shown as Lot 3B on the certain Plan recorded as Plan 1027 of 2000 (collectively the "Property")

WHEREAS, Grantor granted the City of Marlborough the three following easements over the Property at the time of the Street Acceptance of the Lacombe Street Extension; as more particularly described in the certain Deed recorded in Deed Book 66525 Page 236 ("Deed"):

- |                         |                 |
|-------------------------|-----------------|
| 1) Drainage Easement A, | Area =1,808 SF  |
| 2) Flow Easement A,     | Area = 6,425 SF |
| 3) Flow Easement B      | Area=2,106 SF   |
- (collectively the "Easements").

All of which are shown on the certain Plan recorded as Plan 1010 of 2015.

WHEREAS, Grantor and Grantee now desire to amend the location of the Easements on the Property by substituting the plan entitled \_\_\_\_\_ dated \_\_\_\_\_ prepared by \_\_\_\_\_, which plan is recorded as Plan \_\_\_\_\_ of 2022, referenced herein and made a part hereof, for the description of the Easements in the Deed.

NOW THEREFORE, for consideration paid and in full consideration of One Dollar (\$1.00), and other good and valuable consideration, the parties hereto agree to amend the Easements as follows:

1. **Location of Easements.** The following description of the Easements in the Deed containing the words: "The above described premises are conveyed with the benefit of Drainage Easement A, Area = 1,808 SF, Flow Easement A, Area = 6,425 SF and Flow Easement B, Area = 2,106 SF, all as shown on said plan" are hereby deleted and the following words substituted therefor:

"The above described premises are conveyed with the benefit of

Easement 4, a drainage easement of 6,415± S.F. as particularly shown on the certain Plan

recorded as Plan \_\_\_\_\_ of 2022.

Easement 5, a drainage easement of 2,565± S.F. as particularly shown on the certain Plan recorded as Plan \_\_\_\_\_ of 2022.”

2. **Ratification.** Grantor and Grantee each hereby confirms and agrees that, except for the location as modified herein, the Easements and all the covenants, agreements, terms, provisions and conditions thereof, remain in full force and effect and are hereby ratified and affirmed.

3. The Amendment is and shall be binding upon the Grantor, its successors and/or assigns, and inure to the benefit of the Grantee. Grantor warrants that it has good title to transfer the same, and that it will defend the same against claims of all persons. Grantor warrants that the undersigned individual is the authorized signatory and is empowered to grant this easement on the terms and conditions stated herein.

Witness our hands and seals on \_\_\_\_\_, 2022

\_\_\_\_\_  
Lacombe Business Center, LLC, by its Manager  
Paul A. DiTullio

### COMMONWEALTH OF MASSACHUSETTS

Middlesex. \_\_\_\_\_, 2021

Then before me personally appeared Paul A. DiTullio, Manager as aforesaid, showing sufficient identification, which was MA driver's license, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged this as his free act and deed and the free act and deed of said LLC, before me.

\_\_\_\_\_  
Notary Public  
My commission expires:

\_\_\_\_\_  
City of Marlborough, acting through its Mayor,

Arthur G. Vigeant

**COMMONWEALTH OF MASSACHUSETTS**

Middlesex.

\_\_\_\_\_, 2022

Then before me personally appeared Arthur G. Vigeant, Mayor as aforesaid, showing sufficient identification, which was MA driver's license, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged this as his free act and deed and the free act and deed of said City of Marlborough, before me.

\_\_\_\_\_

Notary Public

My commission expires:

## City Council

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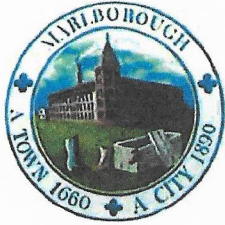
**From:** Thomas DiPersio  
**Sent:** Thursday, March 10, 2022 6:17 PM  
**To:** City Council  
**Cc:** Patricia Bernard; Jason Grossfield  
**Subject:** Order No. 2022-1008516 - Various Easements/Lacombe St. Ext.  
**Attachments:** 20220309143429322.pdf; 20220310153852075.pdf

Legal and Legislative Affairs Committee,  
Attached please find a cover letter and exhibit plans, to accompany City Solicitor Grossfield's Order and materials regarding the above referenced order.  
Please contact me with any questions.

**Thomas DiPersio, Jr., PE, PLS**

City Engineer  
Department of Public Works  
135 Neil Street  
Marlborough, MA 01752  
Phone:(508)624-6910x33200  
[tdipersio@marlborough-ma.gov](mailto:tdipersio@marlborough-ma.gov)





*City of Marlborough*  
**Department of Public Works**  
135 NEIL STREET  
MARLBOROUGH, MASSACHUSETTS 01752  
TEL. 508-624-6910  
\*TDD 508-460-3610

SEAN M. DIVOLL, P.E.  
COMMISSIONER

3/9/2022

Marlborough City Council  
Legal and Legislative Affairs Committee  
City Hall  
140 Main Street  
Marlborough, MA 01752

RE: Order No. 22-1008516

Dear Honorable Committee Members:

City Solicitor Grossfield and I have reviewed the request which is the subject of Order No. 22-1008516, and offer the following summary to assist in your consideration:

Our offices have worked with the proponents to reach mutually acceptable deeds and easements relating to the properties known as 44, 51, 58, and 62 Lacombe Street, Marlborough, MA.

Sewer Easements

- The owners of the relevant land are requesting that the City release any ownership rights the City may have (if any) in a 30 foot strip of land historically used for city sewer.
- The owners will grant the City sewer easement rights over the same strip of land, so the City will be able to continue to use the same land without disruption. The City does not need ownership of the strip of land.
- Over the last approximately 50 years, certain deeds relating to the affected properties, and subdivision plans, have shown or referred to this strip of land as a "sewer easement" rather than under the City's ownership. Certain deeds refer to the City having taken the strip for sewer purposes but allowing the affected parcel owner to use the strip in any manner that does not conflict with the sewer. In the current city GIS system, the strip of land is not shown as a separate taxed parcel, but as an easement included as part of the respective privately owned parcels.
- To clarify the rights of the City and the owners, the requested release deeds and new sewer easements, will serve the City's interest with any change being de minimis. Attached is an exhibit plan showing the existing properties and the proposed easement (as a 1995 subdivision shows them).
- The proposed council order, and release deed and easement documents are acceptable.

Amendment of Drainage Easements

- The requester seeks to clarify drainage and flow easements conveyed to the City as part of the City's acceptance as a public way of Lacombe Street Extension in 2015. These changes are acceptable and beneficial to the City as they clarify the location of the actual land area used for drainage purposes.

THEODORE L. SCOTT, P.E.  
ASST. COMMISSIONER, OPERATIONS

CHRISTOPHER S. LAFRENIERE  
ASST. COMMISSIONER, UTILITIES

THOMAS DIPERSIO, JR., P.E., P.L.S.  
CITY ENGINEER

Background Information:

As the City of Marlborough expanded its municipal sewer system in the late 1800's and early 1900's, sewer trunk lines had to be constructed across private properties, due to topographical conditions. The City generally either acquired the right to install and maintain the sewer over private property by ownership of the land area or by an easement to allow the right to use the land for sewer purposes.

One of the areas where the City had fee ownership of a sewer area is the land off the end of Brook Street and Lacombe Street. A sewer main was installed in the late 1800's from the end of Brook Street through private properties and out to Maple Street across from Framingham Road. The City owned the 30-foot strip of land containing the sewer main. The land around the sewer taking area was conveyed several times over the years. At some point around 1969 the City-owned sewer land began to be referred to in the various deeds as a sewer easement, even though there does not appear to be a legal document showing a transfer of the land from the City to another entity.

In 1995 a subdivision was approved, which created five building lots on an extension of Lacombe Street, in the land around the Brook Street sewer taking. The 1995 subdivision plans showed the sewer land as an easement based on its reference as such in the recent deeds. In the course of preparation for a conveyance of 44 Lacombe Street, the issue of the ownership of the sewer land has come to light.

I plan to be available at the committee meeting if there are any questions.

Sincerely,



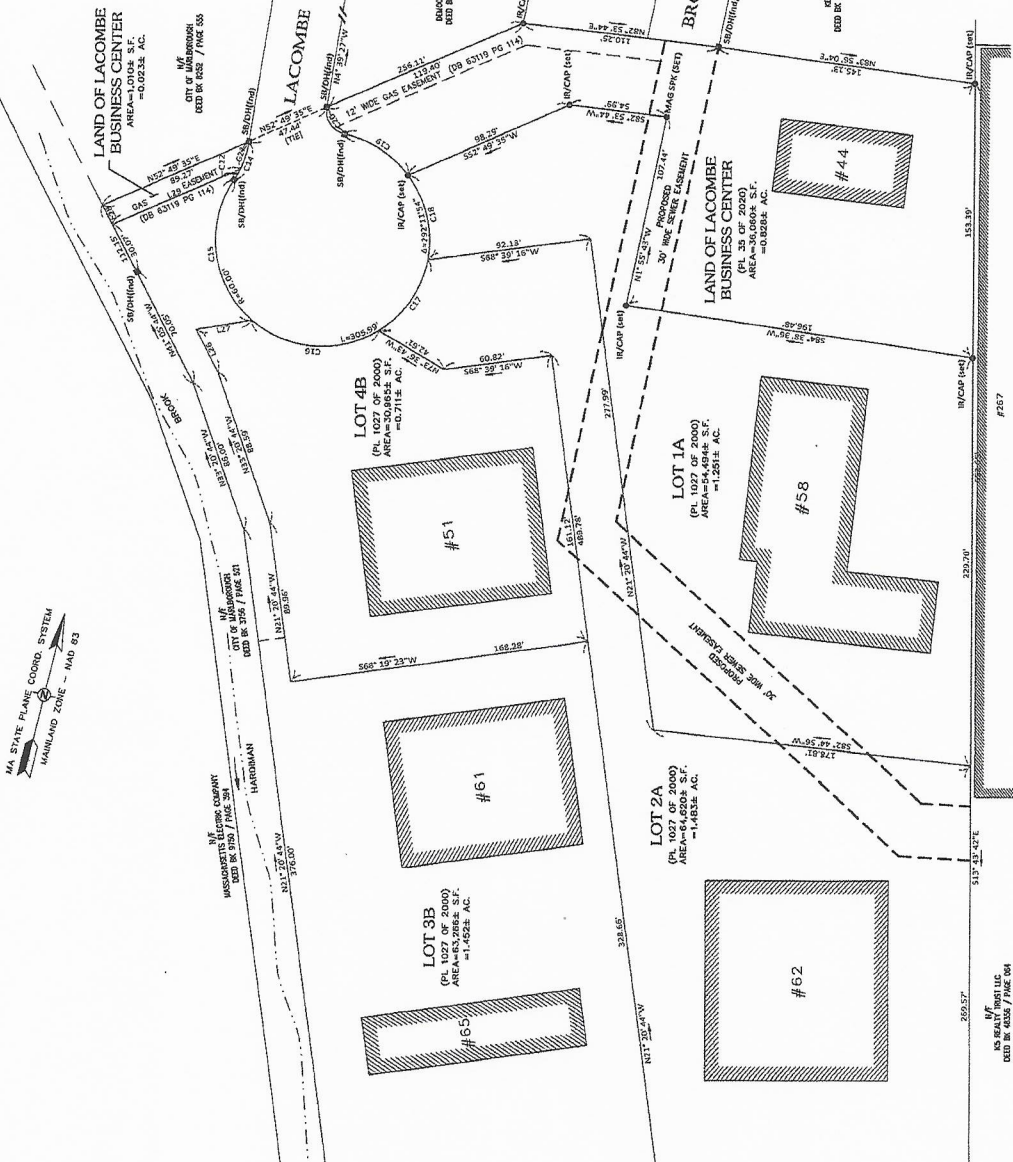
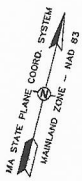
Thomas DiPersio, Jr., P.E., P.L.S.  
City Engineer

Copy: Sean M. Divoll, Commissioner of Public Works





**LEGEND**  
 BOUNDARY LINE  
 PROPOSED LOT  
 PROPOSED LOT  
 STATE ROAD / MA HIGHWAY  
 STATE ROAD / MA HIGHWAY



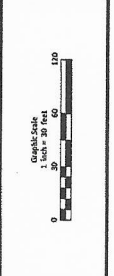
**PLAN NOTES**  
 1. THE PURPOSE OF THIS PLAN IS TO SHOW THE PROPOSED LOTTING OF LACOMBE BUSINESS CENTER AND THE PROPOSED SEWER EASEMENT AND THE PROPOSED EASEMENT RELEASE OF THE SEWER TANKS AND THE CREATION OF THE PROPOSED REDEVELOPED LOTS BETWEEN THE ORIGINAL LOTTING PLANS (PLAN 493 OF 1988 & PLAN 1027 OF 2000) AND THE PROPOSED SUBDIVISION AS SHOWN HEREON ON.

DATE: FEBRUARY 7, 2022  
 SHEET: 2 OF 2  
 PROJECT NUMBER: 3630

PROJECT: LACOMBE BUSINESS PARK  
 44-65 LACOMBE STREET  
 (MIDDLESEX COUNTY - SOUTH DISTRICT)  
 MARLBOROUGH, MASSACHUSETTS

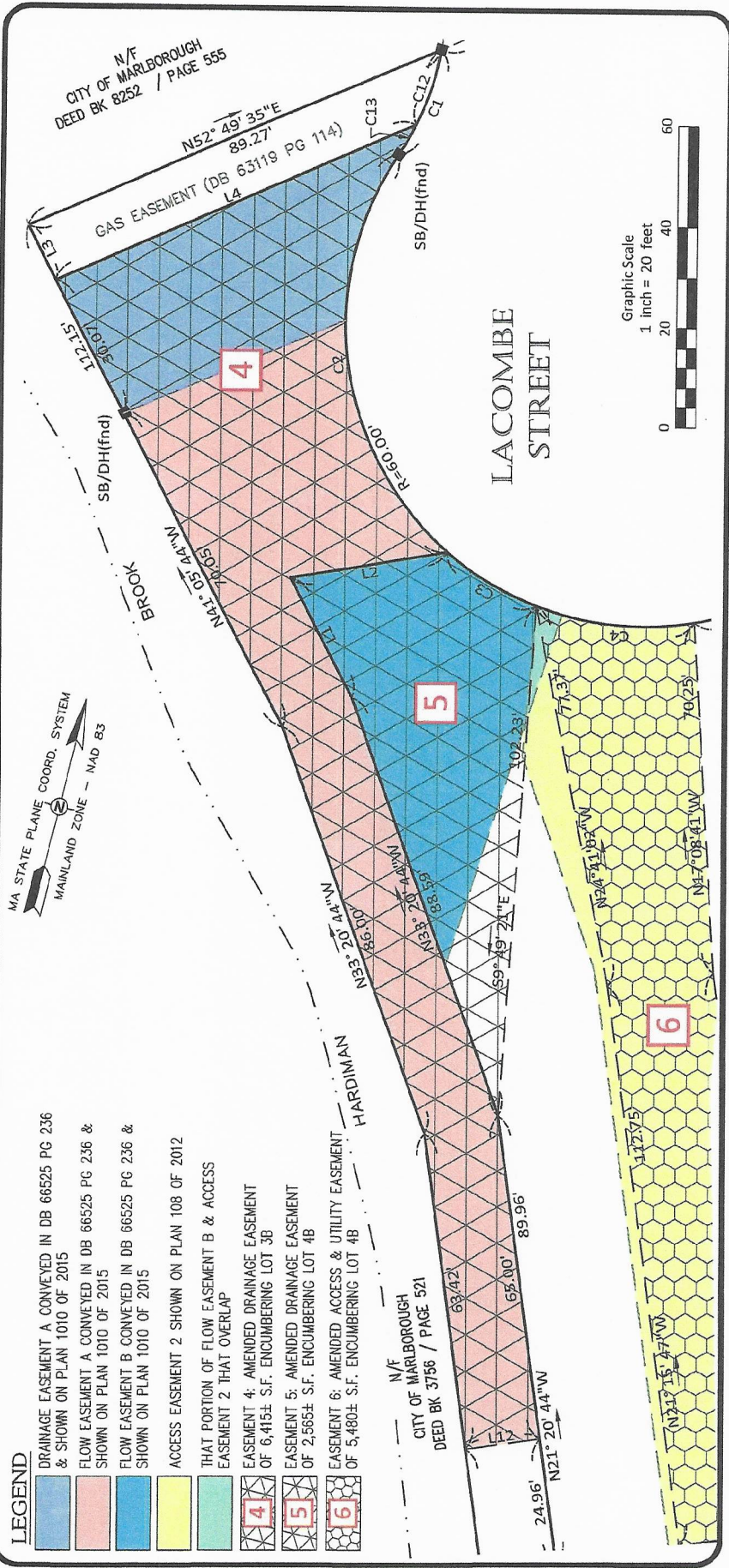
PREPARED BY: Engineering Design Consultants, Inc.  
 32 Turnpike Road  
 Southborough, Massachusetts  
 (508) 480-0225

PROJECT: PROPOSED LOTTING & SEWER EASEMENT EXHIBIT  
 PREPARED FOR: Lacombe Business Center, LLC  
 65 Lacombe Street  
 Marlborough, Massachusetts 01752



REVISIONS:	DATE:	DESCRIPTION:

SCALE: 1" = 20' (AS SHOWN)  
 DRAWN BY: [ ]  
 CHECKED BY: [ ]  
 DATE: [ ]



DATE: MARCH 7, 2022

1 OF 1

EDC PROJECT NUMBER 3630

TITLE: AMENDMENT TO DRAINAGE EASEMENT EXHIBIT

PREPARED FOR: Lacombe Business Center, LLC  
65 Lacombe Street  
Marlborough, Massachusetts 01752

PROJECT: LACOMBE BUSINESS PARK  
44-65 LACOMBE STREET  
(MIDDLESEX COUNTY - SOUTH DISTRICT)  
MARLBOROUGH, MASSACHUSETTS

PREPARED BY: **EDC** Engineering Design Consultants, Inc.  
32 Turnpike Road  
Southborough, Massachusetts  
(508) 480-0225