

COUNCIL ACTION

Item No.

Date: January 5, 2014

Item/Subject: ORDER, Authorizing Execution of an Easement to Bangor Gas Company, LLC – Maine Avenue, Bangor International Airport Buildings 123 & 210

Responsible Department: Engineering Department

Commentary:

This easement will enable Bangor Gas Company, LLC to install an underground gas line across City property to provide service to Bangor International Airport Building 123 & 210.

This item was reviewed and recommended for approval by the Infrastructure Committee at its meeting on December 23, 2014.

John M. Theriault, P.E.
Department Head

Manager's Comments:

City Manager

Associated Information: Council Order, Easement, Location Map

Budget Approval:

Finance Director

Legal Approval:

City Solicitor

Introduced for
 Passage
 First Reading
 Referral

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Assigned to Councilor



CITY OF BANGOR

(TITLE.) ORDER, Authorizing Execution of an Easement to Bangor Gas Company, LLC –
Maine Avenue, Bangor International Airport Buildings 123 & 210

WHEREAS, Bangor Gas Company, LLC has requested an easement from the City to extend gas service across City property to buildings located on Maine Avenue, Bangor International Airport Buildings 123 & 210:

NOW THEREFORE, BE IT ORDERED BY THE CITY COUNCIL OF THE CITY OF BANGOR THAT

The City Manager is hereby authorized, on behalf of the City of Bangor, to execute an easement with Bangor Gas Company, LLC to extend a gas service line across City property to service buildings located on Maine Avenue, Bangor International Airport Buildings 123 & 210; said easement to be in a final form as approved by the City Solicitor or Assistant City Solicitor.

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That CITY OF BANGOR, a municipal corporation, located in Bangor, in the County of Penobscot and State of Maine, being the owner in fee simple of certain lands located in the City of Bangor, County of Penobscot, State of Maine, and described as follows, viz:

The land and premises conveyed by United States of America to the Grantor herein by deed dated December 18, 1968, and recorded in the Penobscot County of Deeds in Book 2148, Page 67, as confirmed by a "Confirmatory Deed" dated April 28, 1969 and recorded in the Penobscot Registry of Deeds in Book 2156, Page 449; and other land and premises originally conveyed by the Grantor herein to the United States of America by deed dated December 29, 1942 and recorded in the Penobscot Registry of Deeds in Book 1205, Page 345, title to which reverted to the Grantor herein in December, 1968, upon decommissioning of the former Dow Air Force Base;

in consideration of One Dollar and other valuable considerations, paid to the undersigned by **BANGOR GAS COMPANY, LLC**, a Maine Limited Liability Company having its legal location and principal place of business at Bangor, County of Penobscot, State of Maine, the receipt whereof is hereby acknowledged, does hereby grant to said Bangor Gas Company, LLC, its successors and assigns forever, the rights, privileges and easements hereinafter set forth which are to be exercised upon and with respect to so much of a strip of land 10 feet in width for its entire length as lies within the aforesaid lands. The centerline of the underground gas line as installed, shall mark the centerline of said strip. A map attached hereto as Exhibit "A" shows the approximate location of said underground gas line.

The rights, privileges and easements hereby conveyed are for utility purposes and are as follows: The right to enter upon said lands with men and conveyances and all necessary tools and machinery; to excavate, lay, bury, construct, reconstruct, install, maintain, operate, alter, repair, rebuild, upgrade, inspect, replace, in the same or different size, patrol, remove and use, all as the Grantee, its successors and assigns, may from time to time desire, along, across, under and beneath said strip of land; a main or mains, pipe line or pipe lines, protective and safety devices, valves, cathodic protection devices, and other apparatus used or useful for the transmission of natural and artificial gas and all by products thereof and/or any liquids, gases or substances; the right to transmit the aforesaid at any lawful pressure and for any lawful purpose; the right to clear and keep said strip of land cleared by any lawful means of trees, undergrowth and all other obstructions.

Also conveying to said Bangor Gas Company, LLC, its successors and assigns, the right to assign to others, in whole or in part, any or all of the rights, privileges and easements herein conveyed. The Grantor herein for itself, and its successors and assigns, covenants and agrees to and with said Bangor Gas Company, LLC, its successors and assigns, that it will not erect or maintain any building, mobile home, or other structure, or permit the erection of maintenance of any building, mobile home, or other structure, of any kind or nature upon said strip of land, any or all of which in the opinion of said Bangor Gas Company, LLC, its successors and assigns would endanger or interfere with the exercise of any of the rights, privileges and easements so conveyed.

Further conveying to said Bangor Gas Company, LLC, its successors and assigns, the right to establish any and all safety regulations which said Bangor Gas Company, LLC, its successors and assigns, in its sole discretion deems necessary and proper for the operation of the rights herein granted and for said transmission any interference or violation by said Grantor, its successors or assigns, as determined by the Grantee, its successors and assigns, of said safety regulations, shall constitute an interference with and violation of the rights, privileges and easements hereby granted.

This conveyance is subject to the Grantee's agreement and covenant to promptly restore the surface of the Grantor's land to its prior condition after an excavation or disturbance to said surface in connection with the exercise of the rights, privileges and easements herein granted, such restoration to be limited to regarding, regrass-seeding, and reasphalting of said surface. Provided, however, that Bangor Gas Company, LLC shall indemnify and save harmless said City of Bangor from and against any liability, loss, damage and fines arising out of Bangor Gas Company, LLC's activities on or use of the easement area including but not limited to environmental liabilities. Provided, however, that Bangor Gas Company, LLC shall comply with all FAA requirements, and not cause visual or other interference with flight operations, radio navigation systems, or radio voice communications.

TO HAVE AND TO HOLD the said rights, privileges and easements to said Bangor Gas Company, LLC, its successors and assigns forever.

IN WITNESS WHEREOF, the said CITY OF BANGOR has caused this instrument to be executed by its duly authorized representative this _____ day of _____, A.D. 2014.

CITY OF BANGOR

Witness

(By) _____
Cathy Conlow
City Manager

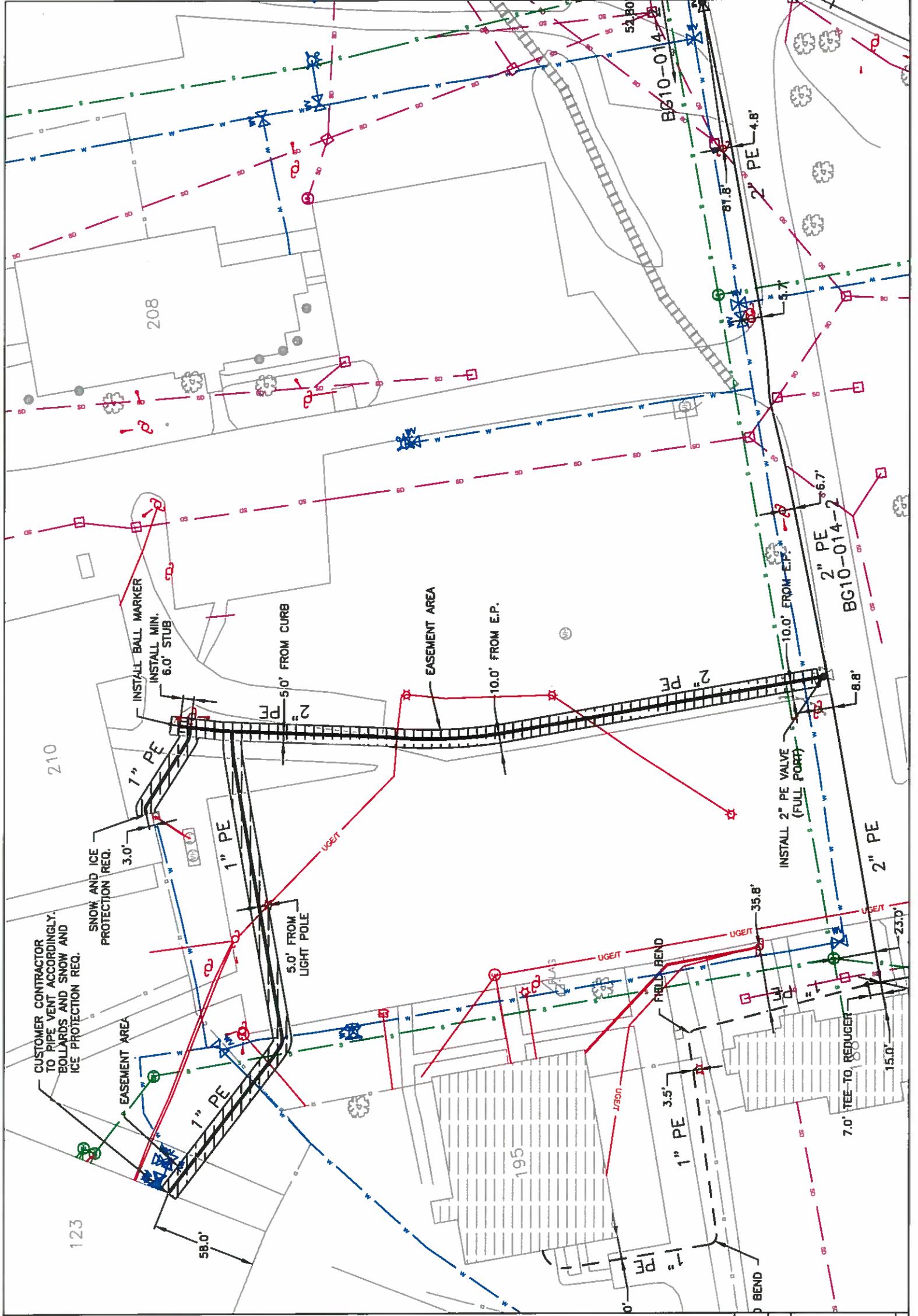
STATE OF MAINE

County of PENOBSCOT, ss: _____, 2014

Then personally appeared the above-named CATHY CONLOW, City Manager, and acknowledged the foregoing instrument to be his free act and deed Of said body corporate.

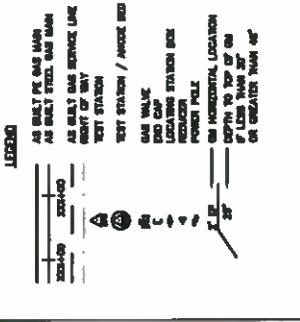
Before me,

Notary Public
Attorney-at-Law



GENERAL NOTES

1. DIMENSIONS FOR PIPING EQUIPMENT ARE NOT TO SCALE.
2. LOCATION OF EXISTING WORK-UP-TO-AND ALL UTILITIES IS APPROXIMATE.



ABBREVIATIONS

C	CONDUIT
CL	CLEARANCE
D/W	DRIVEWAY
EP	EDGE OF PARADEWAY
FC	FACE OF CURB
GM	GAS MAIN
GN	GRASS
HA	HANDRAIL
HW	HEIGHT OF WAY
SE	SEWER
S/W	SEWER
SLP	STORM DRAIN
SD	STORM DRAIN
TP	TYPICAL
UP	UTILITY POLE
WV	WATER VALVE



Bangor Natural Gas
 An Affiliate of Energy East
 400 MAINE AVENUE
 BANGOR, MAINE 04401
 SHEET DESCRIPTION
EXHIBIT "A"

BANGOR AIRPORT BUILDING
#123 AND 210 MAINE AVENUE

JOB NO.: TBD PAGE NO.: PAT