

Board of Selectmen

36 BARTLET STREET
ANDOVER, MA 01810

WWW.ANDOVERMA.GOV

MEETING AGENDA

Monday, April 24, 2017

Regular Session 7:00 P.M.

Memorial Hall Library, Memorial Hall, 2 North Main Street

REGULAR SESSION

- I. Call to Order– 7:00 P.M.
- II. Opening Ceremonies/ Moment of Silence/Pledge of Allegiance – 7:00 P.M.
- III. Communications/Announcements/Liaison Reports – 7:05 P.M.
- IV. Citizens Petitions and Presentations – 7:10 P.M.
- V. Continued Public Hearings from April 10th – 7:15 P.M.

A. National Grid – (10 minutes)

The petition of National Grid requesting permission to excavate the public highways and to run and maintain underground electric conduits, together with such sustaining and protecting fixtures as it may find necessary for the transmission of electricity, said underground conduits to be located substantially in accordance with the plan filed herewith marked – William Street, Andover, MA. The following are the streets and highways referred to:

Plan # 23202190, William Street – Install +/- 125 feet conduit starting at a hand hole on private property and proceeding in public way to new proposed hand hole location to provide service for new house, #52. Location approximately as shown on plan attached. Prior to construction, the petitioner must obtain a street opening permit from the engineering department of Municipal Services.

VI. Regular Business of the Board – 7:25 P.M.

A. Elm Square Oyster Company – (5 minutes)

Board to consider voting on the application of Morello Hospitality Group LLC d/b/a Elm Square Oyster Co., 2 Elm Square for an Outdoor Dining License of 32 seats, 16 tables along Main Street as show as Outdoor Seating Area A in Plan A-2 dated March 8, 2013 subject to the following conditions:

- 1) that all other requirements of the Town are met prior to issuance and
- 2) Outdoor Seating Area B along Post Office Avenue comply with Zoning Board of Appeals Special Permit decision number 3940.

B. Ultimate Perk – (5 minutes)

Board to consider voting on the application of Ultimate Perk, Inc. d/b/a Ultimate Perk, 96 ½ Main Street, for an Outdoor Dining License of 8 seats, 4 tables as shown on submitted “Ultimate Perk Outdoor Seating Plans” subject to the following conditions:

- 1) that all other requirements of the Town are met prior to issuance and
- 2) maximum of 10 seats combined indoor and outdoor seating

C. Easement to Mass. Electric Company – (10 minutes)

Board to considering voting to grant and sign an Easement to Massachusetts Electric Company for an Underground Electric Distribution System for the installation, construction, repair, replacement, addition to, maintenance and operation for the transmission of high and low voltage electric current and for the transmission of intelligence on property at 15 Blanchard Street, Andover, Massachusetts.

D. Budget Funding Plan – (10 minutes)

Town Manager to present funding plan for the Operating Budget.

VII. 2017 Annual Town Meeting – 7:55 P.M.

A. Board to discuss and consider voting on the following Warrant Articles:

- Article 55 Preserving the History of Andover
- Article 57 Establish a new ID3 Industrial – Mixed Use of District with Associated Revisions
- Article 58 Amend Zoning Map ID3 – Dascomb Road
- Article 69 Amend ID2 Zoning District – Residential Use
- Article 71 Amend ID2 Zoning District – Restaurant Drive Thru
- Article 73 Amend Article VIII of the Zoning Bylaw
- Article 74 Streamgange Station on the Shawsheen River
- Article 77 Ledge Road Landfill Emissions Standards
- Article 82 Amend General Laws Article XII, Section 11 – Dogs
- Article 83 Amend General Laws Article XII, Section 11 – Dogs

B. Board to discuss and consider voting on additional warrant articles, if time permits.

VIII. Consent Agenda – 9:25 P.M.

A. APPOINTMENTS – (Town Manager)

That the following appointments by the Town Manager be approved:

DEPARTMENT/ COMMITTEE	NAME	POSITION	RATE/ TERM	DOH
Town Manager/Finance Department	Patrick Lawlor	Management Analyst	\$65,000	5-4-17

IX. Adjournment – 9:30 P.M.

View documents associated with this agenda: www.andoverma.gov/selectmen

Meetings are televised on Comcast Channel 22 and Verizon Channel 45 or may be viewed online at www.andovertv.org

If any member of the public wishing to attend this meeting seeks special accommodations in accordance with the Americans with Disabilities Act, please contact Wendy Adams at 978-623-8210 or wadams@andoverma.gov in the Town Manager's Office.



TOWN OF ANDOVER

Town Clerk's Office

36 Bartlet Street
Andover, MA 01810
978-623-8255
townclerk@andoverma.gov

NOTICE

You are hereby notified that a Public Hearing will be held by the Andover Board of Selectmen, on Monday, April 10, 2017 in the 3rd Floor Conference Room, 36 Bartlet Street, at 7 p.m.


This hearing is being held on the petition of National Grid requesting permission to excavate the public highways and to run and maintain underground electric conduits, together with such sustaining and protecting fixtures as it may find necessary for the transmission of electricity, said underground conduits to be located substantially in accordance with the plan filed herewith marked – William Street, Andover, MA. The following are the streets and highways referred to:

Plan # 23202190, William Street – Install +/- 125 feet conduit starting at a hand hole on private property and proceeding in public way to new proposed hand hole location to provide service for new house, #52. Location approximately as shown on plan attached.

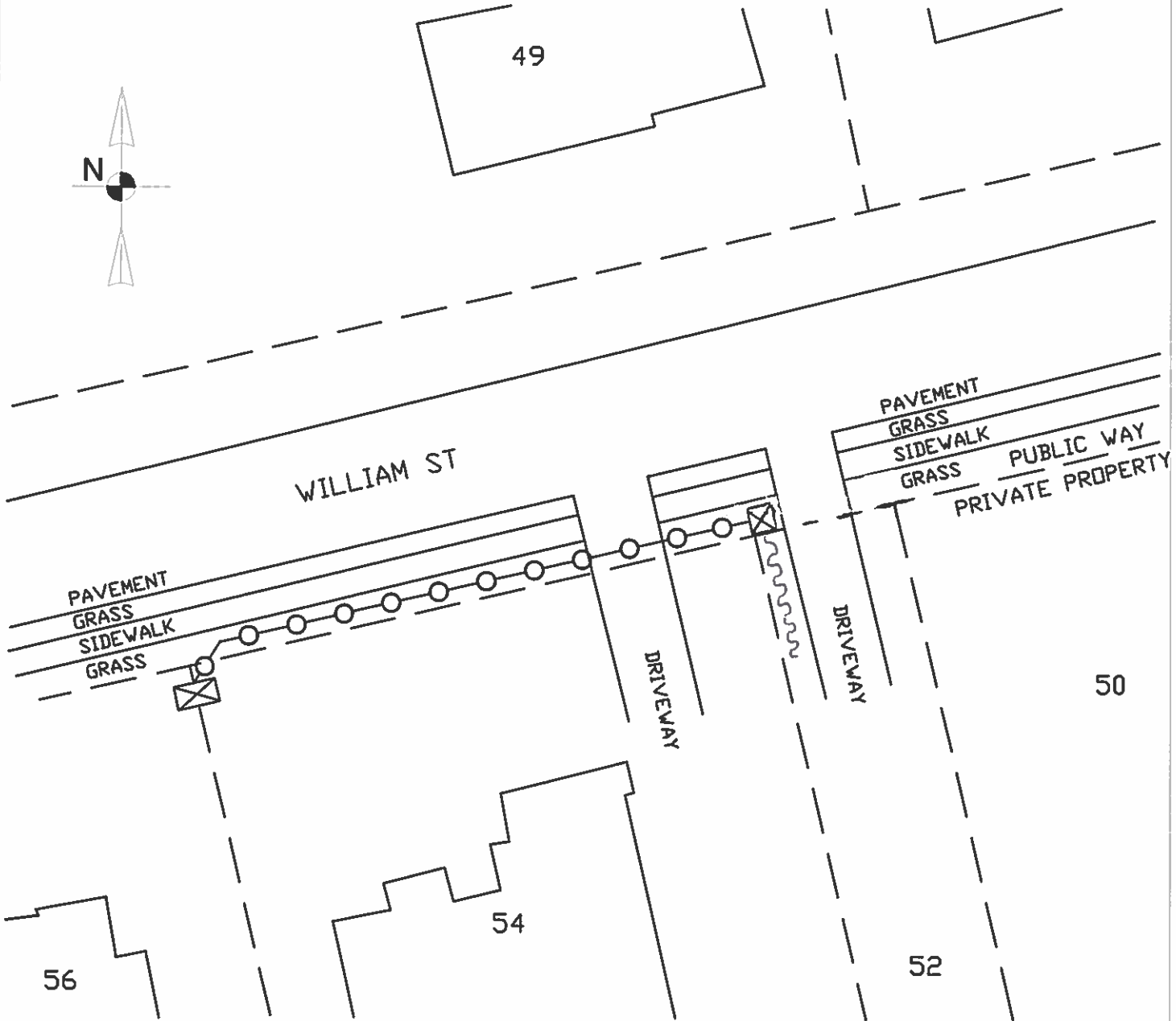
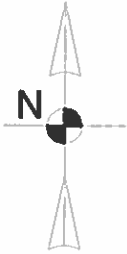
Plan(s) of the proposed work can be found on the Town of Andover web site at www.andoverma.gov in the main Meetings Calendar by searching under the public hearing date.

Should you have any major concerns about this proposal, please call Dave Boucher, 978-725-1461, prior to the above-mentioned Selectmen's meeting date. Representatives from the utility company will be available at 6:45 P.M. on the above date to answer any other questions you may have relating to the proposed work.

By order of the
Board of Selectmen


Lawrence J. Murphy
Town Clerk

Plan No.: 23202190
Date: March 31, 2017

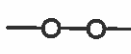


UNDERGROUND PETITION

nationalgrid



HAND HOLE



PROPOSED
CONDUIT 1-3'



CUSTOMER
OWNED
SERVICE

PROPOSAL IS TO INSTALL +/- 125' 1-3' CONDUIT WITH CONDUCTORS FROM EXISTING HAND HOLE ON PRIVATE PROPERTY TO PROPOSED NEW HANDHOLE IN THE PUBLIC WAY. THIS WILL ENABLE NEW ELECTRIC SERVICE FOR #52.

DISTANCES ARE APPROXIMATE

Date: 12-19-16

WORK REQUEST: 23202190

To The: TOWN Of ANDOVER, MA

For Proposed: UNDERGROUND CONDUIT & HAND HOLE LOCATIONS

Drawn By: DJB Location: WILLIAM ST

ELM SQUARE OYSTER CO. OUTDOOR DINING LICENSE MOTION

MOTION:

I move to approve the application of Morello Hospitality Group LLC d/b/a Elm Square Oyster Co., 2 Elm Square for an Outdoor Dining License of 32 seats, 16 tables along Main Street as show as Outdoor Seating Area A in Plan A-2 dated March 8, 2013 subject to the following conditions:

- 1) that all other requirements of the Town are met prior to issuance and
- 2) Outdoor Seating Area B along Post Office Avenue comply with Zoning Board of Appeals Special Permit decision number 3940.

Motion by: _____

Seconded by: _____

Yes: _____

No: _____

LICENSE AGREEMENT

By and between

THE TOWN OF ANDOVER

And

Morello Hospitality Group, LLC

THE OWNER AND OPERATOR OF A RESTAURANT LOCATED WITHIN THE TOWN OF ANDOVER

This License Agreement (the "Agreement") is entered into as of ____ day of _____, 20__ by and between the Town of Andover and Morello Hospitality Group, LLC. The Owner and Operator of a Restaurant located within the Town of Andover.

WITNESSETH:

WHEREAS, Licensee is owner and operator of a Restaurant facility within the Town of Andover (hereinafter "Restaurant Owner");

WHEREAS, Licensor is the Town of Andover (hereinafter the "Town");

WHEREAS, the Restaurant Owner desires to provide the public with outdoor dining;

WHEREAS, the Town is seeking a manner through which to facilitate the Restaurant Owner's ability to provide the public with outdoor dining;

WHEREAS, the Town and the Restaurant Owner desire to cooperate to further the above-stated purpose in a way compatible with the public interest;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. License to Provide Outdoor Dining. The Town of Andover hereby grants the Restaurant Owner a license to provide outdoor dining services at its restaurant facility located within the Town of Andover. The Licensee shall comply with the terms of this Agreement, the License granted by the Board of Selectmen, any other license related to the Restaurant Facility, all applicable laws, regulations, and bylaws and all applicable rules and regulations established by the Board of Selectmen. Within the

licensed area, the licensee may put and maintain no more than 16 tables and 32 chairs. All such services will be provided at the sole cost and expense of the Restaurant Owner. The Town of Andover shall not be liable for such cost nor obligated to reimburse the Restaurant Owner for the same. The Restaurant Owner shall be responsible for obtaining all permits or licenses at its expense for the construction of any improvements necessary to the provision of such services.

2. Indemnification. The Restaurant Owner shall indemnify, defend and save harmless the Town of Andover, its officers, and employees from and against all suits, actions, claims, demands, damages, losses, expenses, and costs of every kind and description to which the Town may be subject or put by reason of injury (including death) to persons or property from the operation, construction, or existence of the outdoor dining facility and service, under this Agreement.

3. Insurance. The Restaurant Owner shall carry or require that there be carried Workers' Compensation Insurance for all employees and those of its contractors and/or subcontractors engaged in work at the outdoor dining facility, in accordance with the State Workers' Compensation Laws. The Restaurant Owner shall furnish a certificate of insurance to the Town evidencing coverage of Workers' Compensation Insurance. In addition, the Restaurant Owner shall carry Comprehensive Public Liability and Property Damages Liability Insurance, and if alcoholic beverages are served Liquor Liability Insurance, with limits hereinafter set forth to cover the Restaurant Owner and its contractors and subcontractors against claim due to accidents which may occur or result from operations under this Agreement. Such insurance shall cover the use of all equipment related to the provision of outdoor dining services. The Comprehensive General Liability Policy, and if applicable, Liquor Liability Insurance Policy, shall insure against all claims and demands for bodily injury and property damage with respect to the outdoor dining facilities and services, with limits of \$5,000,000 per occurrence and \$5,000,000 in the aggregate. The Town shall be named as an "additional insured" in all policies for such insurance. The Restaurant Owner (and their heirs, successors and assigns in interest) shall hold harmless, defend and indemnify the Town of Andover and its employees and agents from any responsibility, liability and claims arising out of or related to the operations under this agreement. The Restaurant Owner shall furnish a certificate of insurance to the Town prior to commencing provision of the facilities and services authorized under this Agreement. Where such insurance is renewed or replaced the Restaurant Owner shall furnish the Town with a certificate of insurance evidencing same.

4. Maintenance. The Restaurant Owner shall maintain the premises utilized for the provision of outdoor dining facilities and services under this Agreement in a clean and orderly condition. The Restaurant Owner assumes responsibility for the removal of any debris generated by the construction, operation, or existence of the outdoor dining facility and service. These duties assumed by the Restaurant Owner include but are not limited to:

Plant maintenance, lawn maintenance, if any;

General maintenance and cleaning of fixtures;

Sweeping;

Trash removal; and

Security, including the removal of any person who becomes disorderly. The Restaurant owner shall be solely responsible for any costs and losses generated by the listed, and any other maintenance duties.

5. Term. The license granted herein shall begin after it is approved by the Board of Selectmen and upon execution of this Agreement and payment of the License Fee and shall expire on the October 31st immediately following, unless sooner revoked. At the expiration or revocation of this License, the Licensee shall promptly remove all furniture and articles placed in the outdoor dining area, and return the area to condition at least as good prior to the issuance of this License.

6. Hours of Operation. The License granted hereunder neither extends the physical description of the Premises nor shortens or extends the hours during which the Licensee may carry on other lawful licensed activities in the premises to which the outdoor dining area is auxiliary.

7. Revocation. The parties covenant and agree that this License is not an interest in land and is revocable at will by the Town for any reason whatsoever upon written notice to the Licensee from the Town. The license will terminate upon Licensee's receipt of said written notice described therein. Licensee acknowledges, covenants and agrees that this License is revocable at will by the Town and the Licensee further acknowledges, covenants and stipulates that in the event of such revocation, the Licensee shall have no recourse or claim against the Town for such revocation whether by way of monetary charges, a suit in equity, or otherwise.

WITNESS, the execution hereof in counterparts under seal as of the date and year first above written.

By _____

Owner and Operator of Restaurant
Located within the Town of Andover

By _____

Chairman, Board of Selectmen

Date: _____

CERTIFICATION OF GOOD FAITH

The undersigned certifies under the pains and penalties of perjury that this contract has been obtained in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A, Morello Hospitality Group, LLC, whose principal place of business is at 2 Elm Square in Andover, MA., does hereby certify under the pains and penalties of perjury that he has paid all Massachusetts taxes and has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Federal Identification No. of Morello Hospitality Group: 26-1867468

LICENSE AGREEMENT

By and between

THE TOWN OF ANDOVER

And

Ultimate Perk, Inc.

THE OWNER AND OPERATOR OF A RESTAURANT LOCATED WITHIN THE TOWN OF ANDOVER

This License Agreement (the "Agreement") is entered into as of ____ day of _____, 20__ by and between the Town of Andover and Ultimate Perk, Inc. The Owner and Operator of a Restaurant located within the Town of Andover.

WITNESSETH:

WHEREAS, Licensee is owner and operator of a Restaurant facility within the Town of Andover (hereinafter "Restaurant Owner");

WHEREAS, Licensor is the Town of Andover (hereinafter the "Town");

WHEREAS, the Restaurant Owner desires to provide the public with outdoor dining;

WHEREAS, the Town is seeking a manner through which to facilitate the Restaurant Owner's ability to provide the public with outdoor dining;

WHEREAS, the Town and the Restaurant Owner desire to cooperate to further the above-stated purpose in a way compatible with the public interest;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. License to Provide Outdoor Dining. The Town of Andover hereby grants the Restaurant Owner a license to provide outdoor dining services at its restaurant facility located within the Town of Andover. The Licensee shall comply with the terms of this Agreement, the License granted by the Board of Selectmen, any other license related to the Restaurant Facility, all applicable laws, regulations, and bylaws and all applicable rules and regulations established by the Board of Selectmen. Within the

licensed area, the licensee may put and maintain no more than 4 tables and 8 chairs. All such services will be provided at the sole cost and expense of the Restaurant Owner. The Town of Andover shall not be liable for such cost nor obligated to reimburse the Restaurant Owner for the same. The Restaurant Owner shall be responsible for obtaining all permits or licenses at its expense for the construction of any improvements necessary to the provision of such services.

2. Indemnification. The Restaurant Owner shall indemnify, defend and save harmless the Town of Andover, its officers, and employees from and against all suits, actions, claims, demands, damages, losses, expenses, and costs of every kind and description to which the Town may be subject or put by reason of injury (including death) to persons or property from the operation, construction, or existence of the outdoor dining facility and service, under this Agreement.

3. Insurance. The Restaurant Owner shall carry or require that there be carried Workers' Compensation Insurance for all employees and those of its contractors and/or subcontractors engaged in work at the outdoor dining facility, in accordance with the State Workers' Compensation Laws. The Restaurant Owner shall furnish a certificate of insurance to the Town evidencing coverage of Workers' Compensation Insurance. In addition, the Restaurant Owner shall carry Comprehensive Public Liability and Property Damages Liability Insurance, and if alcoholic beverages are served Liquor Liability Insurance, with limits hereinafter set forth to cover the Restaurant Owner and its contractors and subcontractors against claim due to accidents which may occur or result from operations under this Agreement. Such insurance shall cover the use of all equipment related to the provision of outdoor dining services. The Comprehensive General Liability Policy, and if applicable, Liquor Liability Insurance Policy, shall insure against all claims and demands for bodily injury and property damage with respect to the outdoor dining facilities and services, with limits of \$5,000,000 per occurrence and \$5,000,000 in the aggregate. The Town shall be named as an "additional insured" in all policies for such insurance. The Restaurant Owner (and their heirs, successors and assigns in interest) shall hold harmless, defend and indemnify the Town of Andover and its employees and agents from any responsibility, liability and claims arising out of or related to the operations under this agreement. The Restaurant Owner shall furnish a certificate of insurance to the Town prior to commencing provision of the facilities and services authorized under this Agreement. Where such insurance is renewed or replaced the Restaurant Owner shall furnish the Town with a certificate of insurance evidencing same.

4. Maintenance. The Restaurant Owner shall maintain the premises utilized for the provision of outdoor dining facilities and services under this Agreement in a clean and orderly condition. The Restaurant Owner assumes responsibility for the removal of any debris generated by the construction, operation, or existence of the outdoor dining facility and service. These duties assumed by the Restaurant Owner include but are not limited to:

Plant maintenance, lawn maintenance, if any;

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Sweeping;

Trash removal; and

Security, including the removal of any person who becomes disorderly. The Restaurant owner shall be solely responsible for any costs and losses generated by the listed, and any other maintenance duties.

5. Term. The license granted herein shall begin after it is approved by the Board of Selectmen and upon execution of this Agreement and payment of the License Fee and shall expire on the October 31st immediately following, unless sooner revoked. At the expiration or revocation of this License, the Licensee shall promptly remove all furniture and articles placed in the outdoor dining area, and return the area to condition at least as good prior to the issuance of this License.

6. Hours of Operation. The License granted hereunder neither extends the physical description of the Premises nor shortens or extends the hours during which the Licensee may carry on other lawful licensed activities in the premises to which the outdoor dining area is auxiliary.

7. Revocation. The parties covenant and agree that this License is not an interest in land and is revocable at will by the Town for any reason whatsoever upon written notice to the Licensee from the Town. The license will terminate upon Licensee's receipt of said written notice described therein. Licensee acknowledges, covenants and agrees that this License is revocable at will by the Town and the Licensee further acknowledges, covenants and stipulates that in the event of such revocation, the Licensee shall have no recourse or claim against the Town for such revocation whether by way of monetary charges, a suit in equity, or otherwise.

WITNESS, the execution hereof in counterparts under seal as of the date and year first above written.

By _____

Owner and Operator of Restaurant
Located within the Town of Andover

By _____

Chairman, Board of Selectmen

Date: _____

CERTIFICATION OF GOOD FAITH

The undersigned certifies under the pains and penalties of perjury that this contract has been obtained in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A, Ultimate Perk, Inc., whose principal place of business is at 96 ½ Main Street, Andover, MA., does hereby certify under the pains and penalties of perjury that he has paid all Massachusetts taxes and has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Federal Identification No. of Ultimate Perk, Inc.: 56-2324014

ULTIMATE PERK OUTDOOR DINING LICENSE MOTION

MOTION:

I move to approve the application of Ultimate Perk, Inc. d/b/a Ultimate Perk, 96 ½ Main Street, for an Outdoor Dining License of 8 seats, 4 tables as shown on submitted “Ultimate Perk Outdoor Seating Plans” subject to the following conditions:

- 1) that all other requirements of the Town are met prior to issuance and
- 2) maximum of 10 seats combined indoor and outdoor seating

Motion by: _____

Seconded by: _____

Yes: _____

No: _____

MOTION

I move that the Board of Selectmen grant and sign an Easement to Massachusetts Electric Company for an Underground Electric Distribution System for the installation, construction, repair, replacement, addition to, maintenance and operation for the transmission of high and low voltage electric current and for the transmission of intelligence on property at 15 Blanchard Street, Andover, Massachusetts.

Property Address: 15 Blanchard St., Andover, MA (Essex North)

GRANT OF EASEMENT

THE TOWN OF ANDOVER, a municipality duly organized and existing under the laws of the Commonwealth of Massachusetts having an address of 36 Bartlet Street, Andover, Massachusetts 01810 (hereinafter referred to as the Grantor), for consideration of One (\$1.00) Dollar, grants to MASSACHUSETTS ELECTRIC COMPANY, a Massachusetts corporation with its usual place of business at 40 Sylvan Road, Waltham, Massachusetts 02451 (hereinafter referred to as the Grantee) with quitclaim covenants, the perpetual right and easement to install, construct, reconstruct, repair, replace, add to, maintain and operate for the transmission of high and low voltage electric current and for the transmission of intelligence, an "UNDERGROUND ELECTRIC DISTRIBUTION SYSTEM" (hereinafter referred to as the "UNDERGROUND SYSTEM") located in Andover, Essex County, Massachusetts, consisting of lines of buried wires and cables and lines of wires and cables installed in underground conduits, together with all equipment and appurtenances thereto for the transmission of intelligence and the furnishing of electric service to the herein described premises and to service others, and without limiting the generality of the foregoing, but specifically including the following equipment; namely: manholes, manhole openings, bollards, handholes, junction boxes, transformers, transformer vaults, padmounts, padmount transformers and all housings, connectors, switches, conduits, cables and wires all located within the easement area of the hereinafter described property.

Said "UNDERGROUND SYSTEM" is located in, through, under, over, across and upon a parcel of land situated on the westerly side of Blanchard Street, being more particularly described in an order of taking dated August 6, 2007 and recorded with the Essex County Northern District Registry of Deeds in book 10897, Page 1 and a certain confirmatory deed dated July 20, 2007 and recorded with said Registry of Deeds in Book 10897, Page 4.

WR# 23373305

Address of Grantee:
Mass El. - 40 Sylvan Road, Waltham, Massachusetts 02451

After recording return to:
David J. Aho
National Grid USA
Service Company, Inc.
40 Sylvan Road
Waltham, MA 02451

05 ANDOMA GEN

And further, said "UNDERGROUND SYSTEM" (locations of the electrical equipment and other facilities on the hereinbefore referred to premises of the Grantor) is approximately shown on a sketch entitled: "WR# 23373305; ELECTRIC DISTRIBUTION CONSTRUCTION EASEMENT; NATIONAL**GRID**; OWNER: TOWN OF ANDOVER; ADDRESS: 15 BLANCHARD STREET, ANDOVER MA 01810; DATE: 3-22-17; DRAWN BY: DJB; SKETCH TO ACCOMPANY EASEMENT FOR: (2) 4' CONDUITS ENCASED IN CONCRETE CONTAINING UNDERGROUND ELECTRIC CABLES THAT SERVICE (1) PADMOUNTED TRANSFORMER", a reduced copy of said sketch is attached hereto as "Exhibit A" and recorded herewith, copies of which are in the possession of the Grantor and Grantee herein, but the final definitive locations of said "UNDERGROUND SYSTEM" shall become established by and upon the installation and erection thereof by the Grantee.

Also with the further perpetual right and easement from time to time to pass and repass over, across and upon said land of the Grantor as is reasonable and necessary in order to renew, replace, repair, remove, add to, maintain, operate, patrol and otherwise change said "UNDERGROUND SYSTEM" and each and every part thereof and to make such other excavation or excavations as may be reasonably necessary in the opinion and judgment of the Grantee, its successors and assigns, and to clear and keep cleared the portions and areas of the premises wherein the "UNDERGROUND SYSTEM" is located as shown on the sketch herein referred to, of such trees, shrubs, bushes, above ground and below ground structures, objects and surfaces, as may in the opinion and judgment of the Grantee interfere with the safe and efficient operation and maintenance of the "UNDERGROUND SYSTEM" and other related electrical equipment. However, said Grantee, its successors and assigns, will properly backfill said excavation or excavations and restore the surface of the land to as reasonably good condition as said surface was in immediately prior to the excavation or excavations thereof.

If said herein referred to locations as approximately shown on the sketch herein also referred to are unsuitable for the purposes of the Grantee, its successors and assigns, then said locations may be changed to areas mutually satisfactory to both the Grantor and the Grantee herein; and further, said newly agreed to locations shall be indicated and shown on the sketch above referred to by proper amendment or amendments thereto. The Grantor, for itself, its successors and assigns, covenant and agrees with the Grantee, for itself, its successors and assigns, that this Grant of Easement and the location of the Underground System may not be changed or modified without the written consent of the Grantee, its successors and assigns, which consent may be withheld by the Grantee in its sole discretion.

It is the intention of the Grantor to grant to the Grantee, its successors and assigns, all the rights and easements aforesaid and any and all additional and/or incidental rights needed to install, erect, maintain and operate within the Grantor's land an "UNDERGROUND SYSTEM" for the transmission of intelligence and for supplying electric service for the building, buildings or proposed buildings shown on the last herein referred to sketch or amended sketch and the right to service others from said "UNDERGROUND SYSTEM".

It is agreed that said "UNDERGROUND SYSTEM" and all necessary appurtenances thereto, shall remain the property of the Grantee, its successors and assigns, and that the Grantee, its successors and assigns, shall pay all taxes assessed thereon.

<The remainder of this page is intentionally left blank.>

For Grantor's title, see an order of taking dated August 6, 2007 and recorded with the Essex County Northern District Registry of Deeds in Book 10897, Page 1 and a certain confirmatory deed dated July 20, 2007 and recorded with said Registry of Deeds in Book 10897, Page 4.

Executed as a sealed instrument as of this _____ day of _____, 2017.

THE TOWN OF ANDOVER

By:
Its:

By:
Its:

Commonwealth of Massachusetts

County of _____ } ss.

On this the _____ day of _____, 2017, before me, the undersigned Notary Public, personally appeared _____, Name(s) of Signer(s)

proved to me through satisfactory evidence of identity, which was/were _____, Description of Evidence of Identity

to be the person whose name is signed on the preceding Grant of Easement, and acknowledged to me that he/she signed it voluntarily for its stated purpose on behalf of The Town of Andover.

Signature of Notary Public

Printed Name of Notary

My Commission Expires _____

Place Notary Seal and/or Any Stamp Above

Commonwealth of Massachusetts

County of _____ } ss.

On this the _____ day of _____, 2017, before me, the undersigned Notary Public, personally appeared _____, Name(s) of Signer(s)

proved to me through satisfactory evidence of identity, which was/were _____, Description of Evidence of Identity

to be the person whose name is signed on the preceding Grant of Easement, and acknowledged to me that he/she signed it voluntarily for its stated purpose on behalf of The Town of Andover.

Signature of Notary Public

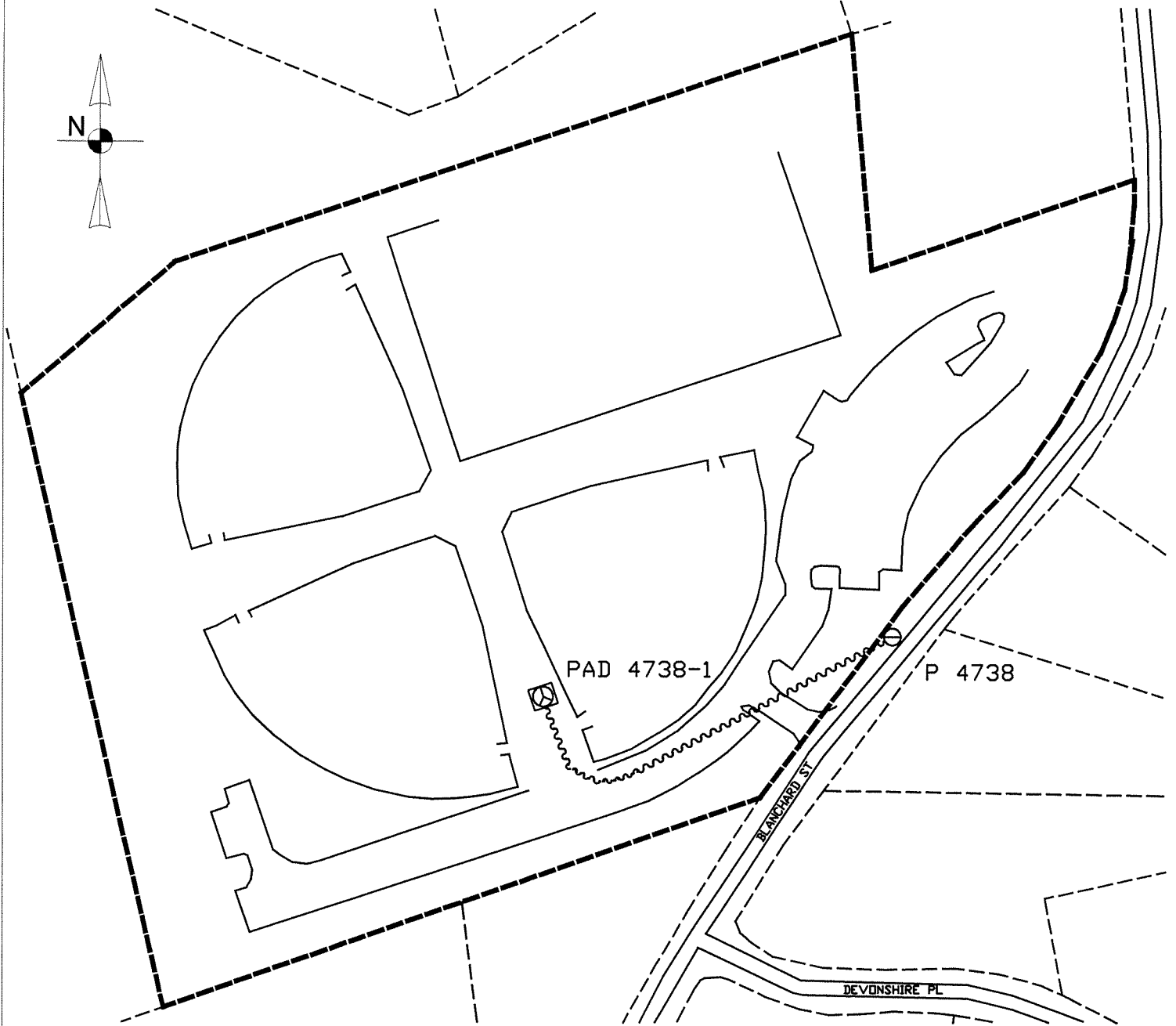
Printed Name of Notary

My Commission Expires _____

Place Notary Seal and/or Any Stamp Above

Exhibit A - Not to Scale

The exact location of said Facilities to be established by and upon the installation and erection of the Facilities thereof.



WR# 23373305

ELECTRIC DISTRIBUTION CONSTRUCTION EASEMENT

LEGEND



PADMOUNTED 3-PHASE
ELECTRIC TRANSFORMER



EXISTING JOINT
OWNED POLE



(2) 4" CONCRETE
ENCASED CONDUITS
CONTAINING ELECTRIC
CABLES



LOT LINE



LOT LINE

nationalgrid

Owner(s):

TOWN OF ANDOVER

Address:

15 BLANCHARD ST,
ANDOVER MA 01810

Sketch to Accompany Easement for:

(2) 4" CONDUITS ENCASED IN CONCRETE
CONTAINING UNDERGROUND ELECTRIC CABLES THAT
SERVICE (1) PADMOUNTED TRANSFORMER

Date: 3-22-17

Drawn By: DJB

DRAWING NOT TO SCALE. DISTANCES ARE APPROXIMATE.