

ASSIGNMENT

THIS ASSIGNMENT is made as of March 11th, 2015 by the Town of Andover, a Massachusetts municipal corporation having a mailing address of 36 Bartlet Street, Andover, MA 01810 ("Town") to The Andover Village Improvement Society ("AVIS" or "Assignee") a nonprofit corporation and conservation organization, having a mailing address of P. O. Box 5097, Andover, MA 01810 ("Assignee") under the following circumstances:

A. Pursuant to Massachusetts General Laws, Chapter 61A, Section 14, the Town has a first refusal option to acquire certain property valued, assessed and taxed on the basis of its use as agricultural land during a period of one hundred twenty (120) days after the day following the latest date of deposit in the United States mail of a notice that complies with M.G.L. Chapter 61A, Section 14;

B. Pursuant to said statute, the Town has a right to assign its first refusal option to a nonprofit conservation organization and the Board of Selectmen of the Town voted by majority vote on March 2, 2015 to assign to the Assignee the Town's rights under M.G.L. Chapter 61A, Section 14 to purchase land owned by Jean Tisbert ("Seller") located at 1320 South Street, Andover, MA, Andover Assessors Parcel No. 184-0030-00000 (the "Property") pursuant to the terms of a Purchase and Sale Agreement between Seller and Alvin Teh dated November 7, 2014; and

C. The Assignee desires to assume the Town's first refusal option pursuant to M.G.L. Chapter 61A, Section 14.

NOW THEREFORE, FOR VALUE RECEIVED, the Town hereby assigns and transfers its first refusal option for the Property to the Assignee with the condition as provided by M.G.L. Chapter 61A, Section 14 that no less than 70 percent of the land in use as agricultural and horticultural land under M.G.L. Chapter 61A, Section 14 be used for the purposes required by M.G.L. Chapter 61A, Section 14.

The Town and the Assignee both acknowledge and agree that this assignment does not compel the Assignee to exercise the first refusal option for the Property, and that the Assignee may elect to exercise such option in its sole discretion.

This instrument shall be governed by and enforced in accordance with, the laws of the Commonwealth of Massachusetts without regard to the principles of conflicts of laws thereof.

Property Address: 1320 South Street, Andover, MA

IN WITNESS WHEREOF, the undersigned has executed this agreement as of the date first set forth above.

TOWN OF ANDOVER
Board of Selectmen

Daniel H. Kowalski



Paul I. Salafia



Mary T. O'Donoghue



Brian P. Major



Alexander J. Vispoli

ACCEPTED BY:

Andover Village Improvement Society

By:  11 Mar 2015
Date

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this ___ day of _____ 2015, before me, the undersigned notary public, personally appeared Daniel H. Kowalski, one of the Selectmen of the Town of Andover, Massachusetts, proved to me through satisfactory evidence of identification, which was driver's license or personally known to me, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of said Town of Andover.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

12/16/15, ss.

On this 11th day of MARCH 2015, before me, the undersigned notary public, personally appeared Brian P. Major, one of the Selectmen of the Town of Andover, Massachusetts, proved to me through satisfactory evidence of identification, which was driver's license or personally known to me, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of said Town of Andover.


 Notary Public Lawrence J. Murphy
 My Commission Expires: 10-20-2017

COMMONWEALTH OF MASSACHUSETTS

15/16/15, ss.


On this 11th day of MARCH 2015, before me, the undersigned notary public, personally appeared Paul J. Salafia, one of the Selectmen of the Town of Andover, Massachusetts, proved to me through satisfactory evidence of identification, which was driver's license or personally known to me, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of said Town of Andover.


 Notary Public Lawrence J. Murphy
 My Commission Expires: 10-20-2017

COMMONWEALTH OF MASSACHUSETTS

15/16/15, ss.

On this 11th day of MARCH 2015, before me, the undersigned notary public, personally appeared Alexander J. Vispoli, one of the Selectmen of the Town of Andover, Massachusetts, proved to me through satisfactory evidence of identification, which was driver's license or personally known to me, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of said Town of Andover.


 Notary Public Lawrence J. Murphy
 My Commission Expires: 10-20-2017

COMMONWEALTH OF MASSACHUSETTS

12/1/15, ss.


On this 11TH day of MARCH 2015, before me, the undersigned notary public, personally appeared Mary T. O'Donoghue, one of the Selectmen of the Town of Andover, Massachusetts, proved to me through satisfactory evidence of identification, which was driver's license or personally known to me, and acknowledged to me that she signed it voluntarily for its stated purpose on behalf of said Town of Andover.


Notary Public Lawrence J. Murphy
My Commission Expires: 10-20-2017

COMMONWEALTH OF MASSACHUSETTS

12/1/15, ss.

On this 11TH day of MARCH 2015, before me, the undersigned notary public, personally appeared MICHAEL TIMKO, on behalf of the Andover Village Improvement Society, proved to me through satisfactory evidence of identification, which was driver's license or personally known to me, and acknowledged to me that he/she signed it voluntarily for its stated purpose on behalf of said Town of Andover.


Notary Public Lawrence J. Murphy
My Commission Expires: 10-20-2017