

Covenant in Re:  
Conservation Restriction – Easement Area Preparation and Marking

North Andover Realty Corp., by its officer hereto duly authorized, as a condition of the grant by the Conservation Commission of the Conservation Restriction being imposed by AVIS on 10.2 acres off Highland Road, Andover, agrees to **clear, delineate** and **mark** the entrance and full length of that part of the fifteen (15) foot wide easement area running from the southeasterly edge of the proposed cul-de-sac to land being granted by Sellers to AVIS, over a length of approximately seventy (70) feet, and as shown on Easement Plan of Land, prepared by Christensen & Sergi, dated 1-15-09, via clear cutting, and installation, compaction and grading of a pathway with stone dust at least six (6) feet in width generally in the middle of the fifteen (15) foot wide easement area, and of sufficient depth to serve as stable footing for a walkway along the full length of the aforementioned easement area.

North Andover Realty further agrees to deposit the sum of \$10,000.00 in escrow to AVIS, through its counsel, Andrew F. Caffrey, on or before the acquisition of the land contracted with Sellers Farm Realty Trust, to assure the proper installation and completion of said marking, clear cutting, and stone dust installation as above mentioned, together with the workmanlike setting of pressure-treated posts along the edge of said stone dust walkway, and joined with thick rope between said posts, and on both sides thereof, at eight (8) foot intervals, with the beginning of said pathway and post-and-rope separation to be set back eight (8) feet from the edge of the cul-de-sac.

North Andover Realty covenants to **undertake** and **complete** all such work to the reasonable satisfaction of AVIS, upon the earlier to occur of the following:

- (1) Within six (6) months of the installation of the binder coat of asphalt within the cul-de-sac.
- (2) Upon the granting of the first Certificate of Occupancy for any dwelling built on said cul-de-sac.

Should North Andover Realty Corp. **fail** in said obligations in any respect, AVIS shall have full authority to **undertake** and **complete** all said work, documenting all such expense, and may use the escrow funds for such purpose, with any balance plus full documented expense, to be then promptly remitted to North Andover Realty Corp.

North Andover Realty Corp

By: \_\_\_\_\_

Duly Authorized