



Planning Department

TOWN OF ACTON
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MEMORANDUM

To: Board of Selectmen **Date:** February 2, 2016

From: Kristen Guichard, AICP, Assistant Town Planner ^{KJG}

Subject: Aerial Access Public Utility Easement A-PUE-3

The Assabet River Rail Trail construction plans require a slight shift in one of the utility poles along Maple Street which subsequently shifts the aerial utility lines above the property at 18 Maple Street. As such, the Town is required to acquire a permanent utility easement for the location shown in the attached plan. The Board previously accepted a temporary construction easement (A-TE-17) from Mr. Manning, property owner of 18 Maple Street in an overlapping location.

As with all easement acquisitions, we have contracted Avery Associates to conduct an appraisal to establish just compensation to award to Mr. Manning for the easement. Upon the Selectmen's acceptance and signing of the easement and recording in the Registry of Deeds, the amount of \$460 will be tendered to Steven Manning from the Town.

RECORD AND RETURN TO:

Anderson & Kreiger LLP
One Canal Park, Suite 200
Cambridge, MA 02141
Attn: Deborah H. Andrews

~ Recording Information Area ~

EASEMENT AGREEMENT

This Easement Agreement (this "Agreement") is executed this _____ day of _____, 2016 by and between Steven T. Manning, an individual with an address of 18 Maple Street, Acton, Massachusetts 01720 ("Grantor"), and the Town of Acton, a municipal corporation having an address of 472 Main Street, Acton, Massachusetts 01720 ("Grantee").

WHEREAS, pursuant to that certain Quitclaim Deed recorded with the Middlesex South Registry of Deeds (the "Registry") in Book 32111, Page 208, Grantor is the owner of the premises known and numbered as 18 Maple Street, Acton, Massachusetts (the "Grantor's Land").

WHEREAS, on or about the date hereof, a certain plan prepared by Greenman-Pedersen, Inc., titled "Easement Location in the Town of Acton Prepared for Steven T. Manning" and dated October 13, 2015, depicting Grantor's Land, easement parcel "A-TE-17" and easement parcel "A-PUE-3" (the "Utility Easement Area"), shall be, or has been, recorded in the Registry (the "Plan").

WHEREAS, pursuant to that certain Temporary Easement Agreement by and between Grantor and Grantee and recorded with the Registry in Book 65971, Page 210 (the "Temporary Easement Agreement"), Grantee holds certain temporary easement rights over the Grantor's Land in the location depicted as "A-TE-17" on the Plan.

WHEREAS, Grantor has agreed to grant, and Grantee has agreed to accept, a permanent easement for utility purposes over the Utility Easement Area.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants, with quitclaim covenants, to Grantee, an easement over and across the Utility Easement Area for public utility purposes, including the purposes of placing and maintaining cables, wires, lines, conduits and similar improvements (the "Improvements") for the transmission of power, intelligence, and communications and/or any

other utility. The rights Grantor hereby conveys to Grantee are specifically limited to aerial rights for the Improvements to cross over the Utility Easement Area. No surface or sub-surface rights are granted pursuant to this Agreement except such surface rights as may be needed from time to time in emergency situations only, and Grantor and Grantee agree that no consideration is due or payable for such limited surface rights.

The easement granted herein is made independent of, and in addition to, the rights and obligations of the parties set forth in the Temporary Easement Agreement. This Agreement shall not modify or amend the terms of the Temporary Easement Agreement.

This instrument may be executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both Grantor and Grantee.

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Executed this 3 day of February, 2016.

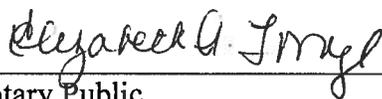


Steven T. Manning

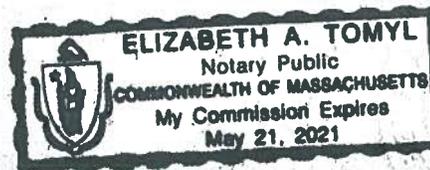
COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 3 day of February 2016, before me, the undersigned notary public, appeared Steven T. Manning, proved to me through satisfactory evidence of identification, which was drivers license, to be the person whose name is signed on the preceding or attached document and acknowledged to me that he signed it voluntarily for its stated purpose.



Notary Public
My commission expires



ACCEPTANCE AND AGREEMENT
TOWN OF ACTON

Accepted by the Town of Acton.

TOWN OF ACTON

By its Board of Selectmen

Katie Green, Chair

Peter J. Berry, Vice-Chair

Janet K. Adachi, Clerk

Frances J. Osman

Chingsung Chang

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

On this _____ day of _____, 2016, before me, the undersigned Notary Public, personally appeared Katie Green, Peter J. Berry, Janet K. Adachi, Frances J. Osman and Chingsung Chang proved to me through satisfactory evidence of identification, which was _____, to be the persons whose names are signed on the preceding document, and acknowledged to me that they signed it voluntarily for its stated purpose, and that they have authority to sign as the Members of the Board of Selectmen of the Town of Acton, before me _____

Notary Public

My Commission Expires: