

HANDOUT

PACKET

June 14

2021

The following list of documents have been added to the Handout Packet of the Board of Selectmen Meeting for 6.14.2021 and are labeled according to their corresponding agenda item.

4. Application of Bradford Young for Economic Development Committee

6.EUpdate from KP Law dated June 7, 2021 re: Implications of the Pending Termination of the State of Emergency

6. Follow up up correspondence from KP Law dated June 14, 2021 re: no final action on legislation has occurred or expected prior to the expiration of the State of Emergency on June 15, 2021.

12. 4 Spencer Circle Easement Agreement with Exhibits and supporting materials

12. 6 Spencer Circle Easement Agreement with Exhibits and supporting materials

Hegarty, Teri

From: Bradford Young [REDACTED]
Sent: Thursday, June 3, 2021 4:45 PM
To: Hegarty, Teri
Cc: Miller, Louise
Subject: Candidacy for Economic Development Committee
Attachments: Bradford Young Resume (2019).pdf

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Dear Ms. Hegarty and Ms. Miller,

I am writing to express my interest in being appointed to the town's Economic Development Committee. After discussing the EDC's remit and activities with Becky Stanizzi, I believe I would be an asset to the town within the Committee. I have been a Wayland resident since 2012, and have contemplated serving the town in a variety of positions - usually with the primary goal of helping to bring stable, desirable businesses to the town, which would both increase our tax base and help accelerate the flywheel that will attract even more businesses.

I have attached my professional resume, in case it proves useful. As in-house counsel for a fast-paced tech company, my day job is primarily working within a team to come-up with innovative and flexible solutions to unorthodox problems. While those problems are not the same ones the EDC seeks to solve, I am confident that my creativity and collaborative approach to problem-solving can be an asset to the Committee.

Thanks in advance for your consideration.

Kind regards,
Brad Young
11 Bent Ave

TO input

BRADFORD YOUNG

PROFILE

Seasoned technology attorney with in-house and law firm background and broad experience serving large and small technology, B2B and consumer brand companies. Deep cross-functional expertise in a wide range of areas, including managing and scaling legal departments, international expansion, intellectual property, litigation, privacy, online advertising, social media, e-commerce, product development, technology and content licensing, risk management, M&A, corporate governance, public policy, lobbying, government affairs and regulatory compliance.

Skilled at providing sound legal advice and risk analysis to the Executive Team and the Board. Enjoys collaborating with business colleagues to develop practical, creative legal and business solutions that serve companies' commercial needs. Regularly represents companies before Boards, courts, regulators and media.

LEGAL EXPERIENCE

TripAdvisor LLC, Needham, MA

2012 – current

VP, Associate General Counsel, Head of Website Policy

Responsible for a broad legal portfolio, including policy decisions, product counseling, intellectual property, litigation, privacy, international expansion, budgeting, corporate governance, public policy, lobbying, government affairs and regulatory compliance. Leads TripAdvisor's public policy efforts through government lobbying for free speech issues and participation in coalitions supporting principles vital to our platform. Leads TripAdvisor's Trust & Safety team. Responsible for identifying, recommending, evolving and documenting all policy decisions relating to consumer-facing website.

Representative Topics:

- Manages a team of 18 attorneys, paralegals, investigators and policy professionals in order to create and ensure a mature, dynamic and efficient legal team
- Collaborates with global business teams to develop and launch new products, deliver messaging to various audiences and stakeholders, and counsel executives and management on potential risk factors
- Manages TripAdvisor's Trust & Safety Team, as well as serving as the Head of Website Policy
- Lead attorney on all issues related to information and data security
- Responsible for all aspects of large and valuable international portfolio of thousands of trademark registrations and domain names, as well as advertising and marketing legal clearance and compliance
- Defends and otherwise represents TripAdvisor on hundreds of litigation, regulatory and other adversarial matters throughout the world annually
- Co-drafted *Consumer Review Fairness Act*, legislation making it illegal for companies to include gag orders or other judicial approaches to silencing consumers in form contracts, which was signed into federal law by President Obama as a result of successful lobbying and public awareness campaigns
- Represented the company on both promotional and controversial matters before national and international media, including NBC Nightly News, New York Times, Washington Post, Financial Times and Boston Globe

Paul Hastings, LLP, New York, NY
Senior Associate

2004 – 2012

Litigated trademark infringement, copyright infringement, patent infringement, and trade secret misappropriation cases before federal courts, state courts and administrative agencies; negotiated and drafted intellectual property licenses, assignments and settlement agreements; performed trademark clearance, prosecution, opposition, and defense work for consumer goods, financial services and technology companies; counseled clients regarding the creation and protection of intellectual property portfolios; assessed intellectual property issues and performed due diligence on IP portfolios in connection with corporate mergers and acquisitions.

Representative Matters:

- Negotiated and drafted international agreements covering sale, license and use of numerous trademarks, copyrights and patents between two leaders in the gaming industry
- Responsible for the majority of all U.S. trademark clearances, trademark prosecutions and trademark opposition and cancellation proceedings for the world's largest cosmetics manufacturer
- Received a preliminary injunction in a Hatch-Waxman patent litigation in a bet-the-company case concerning a market-leading pharmaceutical product, thereby extending the life of the patent through its natural termination date
- Negotiated and drafted favorable settlement for world's largest comic book company regarding copyright infringement claim based on the alleged use of a copyrighted photograph in the defendants' motion picture
- Successfully defended international cosmetics company in a suit for trademark infringement and unfair competition in a two-week trial before the District Court for the Southern District of New York

Suffolk County Sheriff's Department, Boston, MA
Legal Affairs Intern

2002

EDUCATION

Boston University School of Law, Boston, MA
JD, cum laude

2004

Honors: Editor – *American Journal of Law & Medicine*
Edward F. Hennessey Scholar, Paul J. Liacos Scholar
Concentration in Litigation and Dispute Resolution Certification

Syracuse University, S.I. Newhouse School of Public Communications, Syracuse, NY

2001

B.S. in Public Relations and B.A. in Political Science and, *cum laude*

Honors: Dean's List (all eight semesters)
University Council Representative
Phi Kappa Alpha Member (awarded to University's seven most influential seniors)

CREDENTIALS

Member of Commonwealth of Massachusetts and Bars of the State of New York bar associations

VOLUNTEER ACTIVITIES

Citizen Schools, Dorchester, MA

2014-current

Volunteer teacher for 5th grade and 6th grade students at Trotter Middle School in Dorchester, MA

Citizens for Juvenile Justice, Boston, MA

2015-current

Advisor to CFJJ and member of Steering Committee for not-for-profit organization dedicated to educating the public about and advocating for a fair and effective juvenile justice system in Massachusetts

Implications of the Pending Termination of the State of Emergency June 7, 2021

As you have all heard by now, the COVID-19 State of Emergency will be formally rescinded at 12:01 a.m. on June 15, 2021. Almost all of the COVID-19 related executive orders, Department of Public Health mandates, sector-specific workplace safety protocols, and gatherings and capacity limits will have expired as of May 29, 2021. Any such orders that were not rescinded as of May 29th will expire on June 15th, although certain school-related requirements remain in place. We have received several questions in the days since Governor Baker announced the pending termination of the State of Emergency, most commonly involving: the ability of public bodies to hold remote meetings after the State of Emergency ends; whether locally-declared states of emergency and associated orders should be rescinded; and, whether communities are required to re-open town offices and programs in light of the lifting of the State of Emergency. While there are certainly other questions, we wanted to address these most time sensitive issues.

Ability of Public Bodies to Meet “Virtually” as of June 15, 2021

Absent further action by the Legislature, the temporary authorization for public bodies to hold entirely “virtual” meetings will **expire** as of 12:01 a.m. on June 15th. It is critical to keep this issue in mind when posting public meetings, and posting and advertising public hearings, that will occur after, or be continued to a date after, the State of Emergency expires. The Governor has proposed a legislative extension to temporarily allow remote meetings to continue to occur after the State of Emergency expires, which would afford more time to transition from virtual to in-person meetings. However, given that June 15th is rapidly approaching, it is not clear that such legislative action will occur before the State of Emergency expires. Public bodies, therefore, should be prepared to resume fully in-person meetings as of June 15th. Note that there are no longer any state-imposed limitations on the number of people that may gather in a single indoor location, either with or without social distancing.

If you have already posted and/or advertised a “virtual only” public meeting or hearing that will occur June 15th or later, we recommend that:

- In the case of public meetings, where only 48 hours advanced notice is required (not counting Saturdays, Sundays, or legal holidays), you amend your meeting notices to reflect that the meeting will be held in-person, and specify the meeting’s physical location;
- In the case of public hearings, where statutory, regulatory, or local requirements mandate publication or other notice more than 48 hours in advance, you should consult with your counsel to determine what steps are necessary and permissible to update those notices to reflect a new meeting location;

THE LEADER IN PUBLIC SECTOR LAW

- If the meeting/hearing will be held both virtually and in person (see “Hybrid Meetings”, below), you should double check meeting/hearing notices to ensure that it is clear that the public’s in-person attendance is permitted and not prohibited.

Rules for Remote Participation

Assuming no further action by the Legislature before June 15th, the rules regarding remote participation that existed prior to the pandemic will again apply. Pursuant to 940 CMR 29.10, remote participation by less than a quorum of the public body is permitted, if adopted by the municipality’s Chief Executive Officer (usually the Mayor or Select Board, unless otherwise established by Charter or special act). Should the Select Board vote or the Mayor authorize the use of remote participation, that authorization will apply to all governmental public bodies in the municipality. Notably, local Commissions on Disabilities have independent authority to adopt remote participation rules for their meetings, either on a meeting-by-meeting basis or for all future meetings. The Chief Executive Officer and/or local Commission on Disabilities may adopt more stringent rules on remote participation than those set forth in 940 CMR 29.10, so long as those rules are consistent with and do not violate state or federal law.

As a refresher to the pre-pandemic remote participation rules, at the end of this eUpdate, you will find a bullet-point summary of the minimum requirements for remote participation under 940 CMR 29.10.

“Hybrid” Meetings

There is nothing in the Open Meeting Law that precludes the simultaneous broadcasting of an in-person public meeting or public hearing via technological means (such as live broadcast via local cable access, “Facebook Live”, Zoom, or other platform). Similarly, there is nothing in the Open Meeting Law that precludes a public body from accepting public comment or allowing public participation via virtual means. As a reminder, public bodies are not statutorily required to allow any public comment or participation in their meetings, unless there is a Charter provision, special act, or local ordinance or by-law mandating public comment or participation. Public hearings are a different matter, however, since the public’s right to participate is inherent in the hearing process.

While the lifting of the State of Emergency means that members of the public body will be limited in their ability to remotely participate in public meetings or hearings, the same is not true of members of the public. Now that there are no longer any state-imposed gathering limitations and the State of Emergency will shortly be lifted, the public must be allowed to attend open meetings in person, but they may also be afforded the opportunity to attend remotely. Whether or not to afford this additional opportunity for remote attendance and participation is a policy decision for each community.

If you do choose to offer both in-person and virtual attendance options, you should consider the impacts if a technology disruption occurs during the meeting. Must the meeting be recessed while the technological issues are attempted to be resolved, or must the meeting be terminated in the event that those technological issues cannot be resolved? The answer to this question likely depends upon how the meeting/hearing was noticed. If you offer both in-person and virtual attendance options, to avoid having to suspend or cancel a meeting due to technical difficulties you may wish to include on your meeting notices language such as:

“This meeting/hearing of [insert name of public body] will be held in-person at the location provided on this notice. Members of the public are welcome to attend this in-person meeting. Please note that while an option for remote attendance and/or participation is being provided as a courtesy to the public, the meeting/hearing will not be suspended or terminated if technological problems interrupt the virtual broadcast, unless otherwise required by law. Members of the public with particular interest in any specific item on this agenda should make plans for in-person vs. virtual attendance accordingly.”

Rescinding Locally-Declared States of Emergency and COVID-19 related mandates

Many municipalities declared a local state of emergency, in parallel with the Governor’s declaration of a State of Emergency based on particular local public health concerns. Now, however, the question arises as to whether those locally-declared states of emergency should be rescinded. If your locally-declared state of emergency is worded such that it is tied to the state-wide State of Emergency, it may expire on its own as of June 15th, without further action by the Select Board/Mayor. If not, you may wish to consider rescinding a locally-declared state of emergency to align with the June 15th expiration of the state-wide State of Emergency to avoid confusion resulting from an inconsistency with state procedures.”

A separate but related question is whether or not locally-adopted Mayor/Select Board/Board of Health orders, such as mask mandates, survive the rescission of state-level mandates. The continued application and enforcement of such orders may be difficult to defend once the State of Emergency is lifted, absent specific articulated public health conditions that may exist in any particular municipality. Like locally-declared states of emergency, you will want to examine your local COVID-19 related orders to see if they are worded so as to naturally expire when the state-wide State of Emergency expires, or whether formal action to rescind such orders is necessary. Moreover, should your municipality experience conditions that warrant the re-adoption of COVID-19 related orders after the State of Emergency expires, such local orders must have a basis in existing statutory authorities. Further, the Mayor/Select Board and/or Board of Health should make specific public health and safety-related findings supporting the re-adoption of local COVID-19 orders, such as a new COVID-19 outbreak in the municipality or designation of the municipality as being in the “red zone.” Furthermore, these local orders should be narrowly tailored to limit the scope of restrictions imposed to only those reasonable and necessary to address particular local conditions and protect public health and safety. For reference, please see our Guidance for Boards of Health Re: COVID-19, available [here](#), which provides a comprehensive review of local authorities to address the spread of infectious diseases.

Re-Opening of Municipal Buildings and Facilities

The lifting of the State of Emergency does not immediately require every municipality to re-open every municipal building and facility to the public, although there may be significant public and political pressure to do so. It is certainly reasonable that additional time may be required to “ramp up” operations, in light of the unanticipated lifting of the State of Emergency much earlier than originally planned. Common questions that arise with the re-opening of municipal buildings and facilities to the public include:

- Can we still require the public to wear masks when in City/Town Hall?
- Can we still require social distancing and observance of safety protocols, for both staff and officials, and members of the public?
- Can we require “proof of vaccination” for people entering City/Town Hall?

Whether you can do any of these things, and whether you should do any of these things, are two separate considerations. As far as wearing masks, social distancing, and observance of other safety protocols, these are now recommended practices by the State (as opposed to mandates), and you may wish to treat them similarly at the local level.

In terms of requesting proof of vaccinations, that is likely to be a “hot button” issue for the public and staff alike. Given that you may have to accommodate those who have religious or medical reasons for not being vaccinated, requiring proof of vaccination does not ultimately ensure that only vaccinated persons are permitted in municipal buildings or facilities. With this in mind, municipalities should weigh asking for proof of vaccination against the difficulties in applying a vaccination requirement across-the-board, as well as the potential for confrontations with those who are unvaccinated or who believe it is an intrusion on personal privacy to be asked for proof of vaccination. These, of course, are questions that each municipality should consider individually, and we again suggest that you consult with counsel to ensure that you have fully considered the legal ramifications to such a requirement.

We will continue to keep you updated on additional developments in light of the impending expiration of the State of Emergency, as well as the Legislature’s consideration of possible amendments to the Open Meeting Law. A reminder that we have established a **Coronavirus “hotline,”** at coronavirusinfo@k-plaw.com. A dedicated team of our attorneys is available through this hotline e-mail address to answer the most frequently-asked legal questions arising from COVID-19. One of these designated attorneys will respond promptly to your inquiries.

Disclaimer: This information is provided as a service by KP Law, P.C. This information is general in nature and does not, and is not intended to, constitute legal advice. Neither the provision nor receipt of this information creates an attorney-client relationship with KP Law, P.C. Whether to take any action based upon the information contained herein should be determined only after consultation with legal counsel.

Summary of minimum requirements for remote participation under 940 CMR 29.10

1. Chief Executive Officer adopts remote participation for local public bodies.
2. A quorum of the public body, including the Chair or whichever member will be chairing the particular meeting, must be physically present at the meeting location. The remaining members of the public body may participate via remote means. In the case of Commissions on Disabilities, only the Chair or person chairing the meeting must be physically present at the meeting locations; all other members may participate remotely.
3. “As soon as reasonably possible” prior to the meeting, any member of the public body who wishes to participate remotely must notify the Chair (or whomever will be chairing that particular meeting), of the reasons why that member’s physical attendance would be “unreasonably difficult.”
4. Where feasible, the Chair or person who will be chairing the meeting should provide members who will be participating remotely with meeting packets or other documents to be used at the meeting, in advance of the meeting.
5. At the start of the meeting, the Chair is required to identify by name those member(s) participating remotely, and the meeting minutes should reflect this information as well. The reasons for the remote participation do not need to be announced publicly, and no vote of the public body itself is required to permit an individual member’s remote participation.
6. All members participating remotely must be clearly audible to the members of the public body attending the meeting in person. If a video platform (such as Zoom, Microsoft Teams, GoToMeeting) is used, all members must be clearly visible to each other as well (which means that when video conferencing technology is used, members participating remotely must leave their video feed “on” during the meeting).
7. If there are technological difficulties during the meeting, the meeting generally should be suspended until those difficulties can be resolved. If those technological difficulties result in the disconnection of a remotely participating member, the time of disconnection must be noted in the meeting minutes.
8. All votes taken during open or executive session meetings in which one or more members participate remotely, must be taken by roll call vote and recorded as such in the meeting minutes.
9. If members of the public body are participating remotely in an executive session, each such member must also state, at the start of the executive session, that no other person is present and/or able to hear the discussion at the remote location, unless the public body votes to approve that third party’s presence.

The full remote participation requirements can be found at 940 CMR 29.10. Any locally-adopted remote participation policies or rules should also be consulted.

Crandall, Seath

From: Miller, Louise
Sent: Monday, June 14, 2021 4:59 PM
To: Fay, Thomas; Karlson, Cherry; Watkins, David; Martin, Carol; Gutbezahl, Adam
Cc: Crandall, Seath
Subject: FW: KP Law, P.C. eUpdate - OML FOLLOW UP to Implications of the Rescission of the State of Emergency
Attachments: eUpdate_-_implications_of_termination_of_state_of_emergency.PDF

Dear Selectmen, attached and below is the direction that we have received from K-P Law regarding holding public meetings after the rescission of the State of Emergency. This may be helpful in your discussion tonight. Please let me know if you have any questions (individually). Louise

Louise L.E. Miller, J.D.
Town Administrator
Town of Wayland
41 Cochituate Road
Wayland, MA 01778
O: (508) 358-3620
C: (781) 697-6018

From: KP Law, P.C. <KPLAW@k-plaw.com>
Sent: Monday, June 14, 2021 4:26 PM
To: KP Law, P.C. <KPLAW@k-plaw.com>
Subject: KP Law, P.C. eUpdate - FOLLOW UP to Implications of the Rescission of the State of Emergency

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In follow up to our eUpdate on June 7, 2021 (see attached), please note that although the State Senate and House have passed different versions of legislation authorizing the extension of certain pandemic-related relief provisions, no final action on such legislation occurred today, and no final action on any such legislation is expected to occur before the State of Emergency expires tomorrow at 12:01 a.m. Accordingly, the current authorization for entirely remote or virtual public meetings under the Open Meeting Law will also expire at 12:01 a.m. tomorrow morning, although it may be re-authorized, by act of the Legislature, in the coming days. With that in mind, public bodies with previously posted and/or advertised meetings or hearings occurring tomorrow will need to ensure that these meetings/hearings are conducted in-person, and in compliance with any pre-pandemic remote participation rules, if remote participation has been previously authorized by the municipality's chief executive officer. As noted in the attached eUpdate, the Open Meeting Law does not prohibit also offering a remote or virtual option for members of the public to observe and/or participate in a public meeting or hearing; however, board and committee members themselves may not participate entirely via remote means when the State of Emergency expires, unless that authority is extended by the Legislature and approved by the Governor.

For your reference, the below guidance was issued by the Attorney General's Office, Division of Open Government on June 10, 2021:

“The State of Emergency is scheduled to end at 12:01 AM on June 15, at which point the March 12, 2020, Executive Order Suspending Certain Provisions of the Open Meeting Law, which has allowed public bodies to meet remotely and to provide the public with “adequate alternative access” to meetings, will terminate. The Legislature is actively considering bills that would extend most or all of the provisions from the Executive Order regarding remote meetings. However, if such legislation is not enacted to take effect by June 15th, then public bodies must be prepared to hold meetings with at least a quorum of the public body members physically present

at a meeting location which is open and accessible to the public. Public bodies are reminded that notice of all meetings must be posted at least 48 hours in advance, not including weekends and holidays, and the meeting notice must specify the location where the public may access the meeting. Therefore, unless and until new legislation is enacted that alters those requirements, public bodies should plan and post notice for meetings to be held in-person beginning on June 15.

We will post updated guidance as soon as there are updates that affect the Open Meeting Law.”

KP | LAW

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Boston, MA 02110

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Affected Property:
4 Spencer Circle
Wayland, MA 01778

EASEMENT AND CONVEYANCE AGREEMENT

This Easement and Conveyance Agreement (“Agreement”) made as of this ____ day of June, 2021, by and among **Carmen D’Amico and Jessica Hoffman**, having an address of 4 Spencer Circle, Wayland, Massachusetts 01778 (hereinafter the “Owner”), being the owner of property known as and numbered 4 Spencer Circle, Wayland, Middlesex County, Commonwealth of Massachusetts, as described in a deed to the Owner, dated December 7, 2015 and recorded with the Middlesex South District of the Registry of Deeds on December 11, 2015 in Book 66515, Page 392 (the “Property”); **Vincent J. Gately, individually (d/b/a Heritage Properties) and as Trustee of the Spencer Circle Realty Trust**, u/d/t dated September 13, 2000, recorded with the Middlesex South District of the Registry of Deeds in Book 31820, Page 595, of Sudbury, Massachusetts (hereinafter the “Developer”), and the **Town of Wayland**, a Massachusetts municipal corporation, having an address of 41 Cochituate Road, Wayland, Massachusetts 01778 (the “Town” together with the Owner, sometimes collectively the “Parties”).

WHEREAS, pursuant to the vote taken under Article 14 of the 2021 Annual Town Meeting, the Town has agreed to accept as a public way the street known as Spencer Circle, including the utilities and underground drainage system serving Spencer Circle; and

WHEREAS, Spencer Circle is shown on a plan entitled “Definitive Subdivision Plan Proposed Lot Configuration Spencer Circle Wayland, Massachusetts,” dated March 2, 2000, prepared by Encon, recorded with said Registry as Plan 1024 of 2000 (Sheet 2 of 6) (hereinafter the “Subdivision Lot Configuration Plan”); and

WHEREAS, the drainage system serving Spencer Circle (hereinafter the “Drainage System”), which received all required permits and approvals from Town Boards, is shown on a plan entitled “Storm Drainage & Utility Plan, Spencer Circle, Wayland, Massachusetts,” dated March 2, 2000, prepared by Encon, recorded with said Registry as Plan 1024 of 2000 (Sheet 4 of 6) (hereinafter the “Subdivision Drainage Plan”); and

WHEREAS, after the installation of the Drainage System the Developer of the Spencer Circle subdivision made certain improvements on and to the approved buildable lots shown on the Definitive Subdivision Plan, including the construction of certain residential homes thereon, and specifically including the homes built on two Lots thereon, then known as Lots 1 and 2, and now known as 4 Spencer Circle and 6 Spencer Circle, respectively, which improvements potentially interfere with the operation and maintenance of the Drainage System; and

WHEREAS, as a consequence of the aforesaid improvements to 4 Spencer Circle, a portion of the Drainage System is situated beneath a portion of the Property, specifically beneath a portion of the side yard (on the corner of Spencer Circle and Main Street side of the Property), as shown on (i) the Subdivision Lot Configuration Plan, and (ii) the Site Plan (not to scale) attached hereto, respectively, as Exhibit “1” and Exhibit “2;” and

WHEREAS, due to certain other improvements that were made on and to the Property by the Owner thereafter, including (i) certain pipes and sprinkler heads located on the side yard (on the corner of Spencer Circle and Main Street side of Property) as part of an underground irrigation system; (ii) three (3) deciduous trees and (iii) hedges facing Main Street, part of the Drainage System is also located beneath those improvements; and

WHEREAS, the Owner acknowledges that the operation, maintenance, repair, or replacement of some or all of the Drainage System by the Town could result in damage to the improvements on the Property; and

WHEREAS, the Owner, nonetheless, desires that the Town accept Spencer Circle as a public way, and own, operate, and maintain the utilities and Drainage System.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the Town, the Owner and the Developer agree to the following terms and conditions:

1. Recitals. The parties agree that the above Recitals are true and accurate and that they are incorporated herein and made a part hereof.
2. Grant of Easement in Spencer Circle. The Owner hereby grants to the Town an easement in Spencer Circle, which shall be a public way in the Town of Wayland. The Town shall have the right and the obligation to construct, inspect, clear, repair, remove, replace, operate and maintain Spencer Circle, including any and all water, sewer and drainage infrastructure, not including those utilities owned by others, located within Spencer Circle.
3. Grant of Easement in Drainage System. The Owner and the Developer hereby grant to the Town a drainage easement located on the Property and which is shown as “Drainage Easement Area = 2,262 S.F.±” on the Subdivision Lot Configuration Plan, including the right and obligation to construct, inspect, clear, repair, remove, replace, operate, and maintain the Drainage System, including any and all stormwater drain or drains, drainage swales, and any manholes, pipes, catch basins, conduits, culverts, channels, and other related structures and/or facilities for the drainage of stormwater.
4. Grant of Rights and Access to the Property. The Owner hereby grants to the Town the right, from time to time, to enter upon any portion of the Property under which the Drainage System is located (the “Drainage Easement Premises”), including, without limitation, by foot, motor vehicle, and heavy equipment, in order to undertake any necessary work thereto, as described in ¶3, provided, however, that the Town shall provide at least seventy-two (72) hours written notice of its intention to do so, except in the event of emergency, to be determined in the sole discretion of the Town, in which circumstance notice shall be provided either orally or by e-mail or by text message, and as promptly as is possible.
5. Conduct of Town. In exercising the rights granted to it hereunder and in performing any work under ¶3, the Town agrees that it shall (i) perform all work to the Drainage System and within the Drainage Easement Premises in compliance with all applicable laws, rules, regulations,

and/or bylaws, obtain any and all permits and approvals required by laws, rules, regulations, and/or bylaws to perform such work, (ii) take all reasonable steps and conduct itself in such a way as to eliminate or minimize any damage to the Property, and (iii) conduct itself in a non-negligent manner. In addition, in performing any inspections of the Drainage System and any maintenance thereto, the Town, whenever possible, shall first utilize for access the “manhole access point” in the Drainage Easement Premises so as to minimize any damage to any improvements.

6. Town’s Obligation to Restore or Repair. In the event that the Town, its employees, agents, or servants, in the course of performing any of its work as specified in ¶3, should damage any of the Property or improvements located thereon, the Town shall be obligated to make repairs or restorations thereto as the case may be, including bearing the cost of labor and materials to (i) loam and seed any damaged lawn area, and (ii) repair or replace any damaged piping and sprinkler heads associated with the irrigation system, so long as the Owner has flagged the sprinkler heads so that the Town has notice of their location and the Owner has shut off the water supply to the irrigation system, provided, however, other than the foregoing, the Town shall have no obligation to make repairs or restore the Property or any improvements located thereon in the event any damage is the result of such improvements being on, over, under or proximate to the Drainage System.

7. Conduct of Owner. Owner, and on behalf of its successors and assigns, agrees that it shall not do any work on or otherwise obstruct or hinder access to and within the Property as it constitutes the Drainage Easement Premises herein, or place, or cause to be placed, any temporary or permanent buildings, structures, utilities or landscaping thereon that would interfere with the rights granted to, and the obligations of, the Town hereunder except for those buildings, structures, utilities and landscaping that presently exist on the Property. The Owner shall provide Town with a sketch or plan showing the approximate location of those components of the underground irrigation system in the side yard of the Property that are located over that area described as the “Easement Premises.”

8. Release of Town. Owner, and on behalf of its successors and assigns, grantees, insurers, mortgagees, agents, contractors, subcontractors and employees, forever releases and discharges the Town and its officials, officers, boards, commissions, committees, representatives, employees, agents, contractors, legal representatives, attorneys and insurers, of and from any and all claims, actions, liabilities, causes of action, grievances, suits, demands, liens, controversies, and proceedings for compensation, damages, costs, expenses, losses, whether known or unknown, attorney’s fees, declaratory relief and relief arising out of economic injury, property damage and personal injury, and liabilities in law and equity, past, present or future (collectively, “Claims”) at the Property or that relate in any way to the work done on the Property pursuant to this Agreement, except to the extent that any such Claims are (i) caused by the ordinary negligence of the Town, its agents, servants, contractors or subcontractors, and/or (ii) represent a failure of the Town, its agents, servants, contractors or subcontractors, to comport with any of its obligations under this Agreement.

9. Authority. Each of the undersigned represents and warrants that he/she/they/it have the right, the capacity, and all necessary authority to execute this Agreement.

10. Voluntary Act and Deed. Each of the undersigned represents and warrants that he/she/they/it has had the opportunity to review this Agreement and further has had the advice of legal counsel prior to executing this Agreement and that he/she//they/it executes this Agreement as

their respective free act and deed.

11. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, expectations and discussions of the Parties with respect to the subject matter hereof, whether oral or written, and the terms of this Agreement are contractual and not a mere recital. There are no representations or other agreements between the Parties in connection with the subject matter hereof except as specifically set forth in this Agreement. No amendment or modification of this Agreement shall be binding unless executed in writing and signed by the party to be bound thereby and recorded with the Registry of Deeds.

12. Governing Law. This Agreement has been, and shall for all purposes be deemed to have been executed and delivered within the Commonwealth of Massachusetts and the rights and obligations of the parties hereto shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.

13. Binding Effect. This Agreement shall run with the Property, and any portion thereof, and shall inure to the benefit of and be binding upon the Owner, and any other party having an interest in the Property, or any portion thereof, and the Owner's tenants, invitees, licensees or otherwise, and all of the respective heirs, successors, assigns, grantees, mortgagees, agents, contractors, subcontractors and employees of the foregoing.

14. Severability. If any court or other tribunal determines that any provision of this Agreement is invalid or unenforceable, such provision shall be deemed to have been modified automatically to conform to the requirements for validity and enforceability as determined by such court or tribunal. In the event the provision invalidated is of such a nature that it cannot be so modified, the provision shall be deemed deleted from this instrument as though it had never been included herein. In either case, the remaining provisions of this Agreement shall remain in full force and effect.

15. Recordation; Incorporation into Deeds, Mortgages, Leases and Instruments of Transfer. The Town shall record this Agreement with the Middlesex South District Registry of Deeds and cross-referenced to the deed for the Property. The Owner, and on behalf of their heirs, successors and assigns, hereby agrees to incorporate this Agreement, in full or by reference, into all deeds, easements, mortgages, leases, licenses, occupancy agreements or any other instrument of transfer by which an interest in and/or a right to use the Property, or any portion thereof, is conveyed.

WITNESS the execution hereof under seal as of the date above written.

Carmen D'Amico

Jessica Hoffman

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this ____ day of _____, 2021, before me, the undersigned Notary Public, personally appeared Carmen D'Amico and Jessica Hoffman, as aforesaid, each of whom proved to me through satisfactory evidence of identification, which was _____, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that each of them signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

Vincent Gately d/b/a Heritage Properties

Vincent Gately

SPENCER CIRCLE REALTY TRUST

By: _____
Vincent Gately, Trustee

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this ____ day of _____, 2021, before me, the undersigned Notary Public, personally appeared Vincent Gately, individually and as Trustee, as aforesaid, who proved to me through satisfactory evidence of identification, which was _____, 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 on behalf of the Spencer Circle Realty Trust.

Notary Public
My Commission Expires:

ACCEPTANCE

The Town of Wayland, acting by and through its Board of Selectmen, accepts the Easement and Conveyance Grant from Carmen D'Amico and Jessica Hoffman and Vincent Gately, individually and as Trustee, in accordance with the vote taken under Article 14 of the 2021 Wayland Town Meeting this 14th day of June, 2021.

TOWN OF WAYLAND,

By Its Board of Selectmen

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this ____ day of _____, 2021, before me, the undersigned Notary Public, personally appeared _____, as aforesaid, each member of the Wayland Board of Selectmen, who are personally known to me to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose on behalf of the Town of Wayland.

Notary Public
My Commission Expires:

Exhibit "1"

Subdivision Lot Configuration Plan

Exhibit “2”

Site Plan

CONSENT AND SUBORDINATION AGREEMENT

_____ (the "Lender"), having an address of _____,
and being the holder of that certain mortgage encumbering the property at 4 Spencer Circle,
Wayland, MA 01778 (hereinafter the Property), dated _____ and recorded with the
Middlesex South District Registry of Deeds in Book _____, Page _____ (the
"Mortgage"), granted to it by Carmen D'Amico and Jessica Hoffman hereby consents to the
Easement and Conveyance Agreement entered into by and between the Carmen D'Amico and
Jessica Hoffman and the Town of Wayland, a copy of which has been provided to the Lender; and
further acknowledges and agrees that the Mortgage and any other security instrument securing its
loan on the Property subject to the Easement and Conveyance Agreement shall be subordinate and
subject to its terms and conditions.

By: _____
Name: _____
Title: _____

COMMONWEALTH/STATE OF _____

_____, ss

On this ___ day of _____, 2021, before me, the undersigned notary public,
personally appeared _____, proved to me through satisfactory
evidence of identification, which was _____, to be the person whose name is
signed on the preceding or attached document, and acknowledged to me that he/she signed it
voluntarily for its stated purpose as _____ of
_____.

Notary Public
My Commission Expires:

Exhibit 1: Subdivision Lot Configuration Plan

THE PREPARATION OF THIS PLAN IS NOT INTENDED TO BE A CONFIRMATION OF OWNERSHIP OF THE PROPERTIES SHOWN.

PROPERTIES SHOWN MAY BE SUBJECT TO EASEMENTS, RIGHTS OF WAYS, RESTRICTIONS, RESERVATIONS, OR OTHER LIMITATIONS, WHICH MAY BE REVEALED BY AN EXAMINATION OF TITLE.

OWNERS OF ADJOINING PROPERTIES ARE SHOWN ACCORDING TO CURRENT TOWN OF WAYLAND RECORDS.

I CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.



NAME: Joseph J. Taylor DATE: 10/18/2008
 N 484750.0000
 E 637000.0000

THIS IS TO CERTIFY THAT THE NOTICE OF APPROVAL OF THIS PLAN BY THE WAYLAND PLANNING BOARD HAS BEEN RECEIVED AND RECORDED ON 10/21/2008 AT 10:00 AM AND NO APPEAL WAS RECEIVED DURING THE 20 DAYS NEXT AFTER SUCH RECEIPT AND RECORDING OF SAID NOTICE.

Quilith K. King DATE: 10/21/2008
 WAYLAND TOWN CLERK

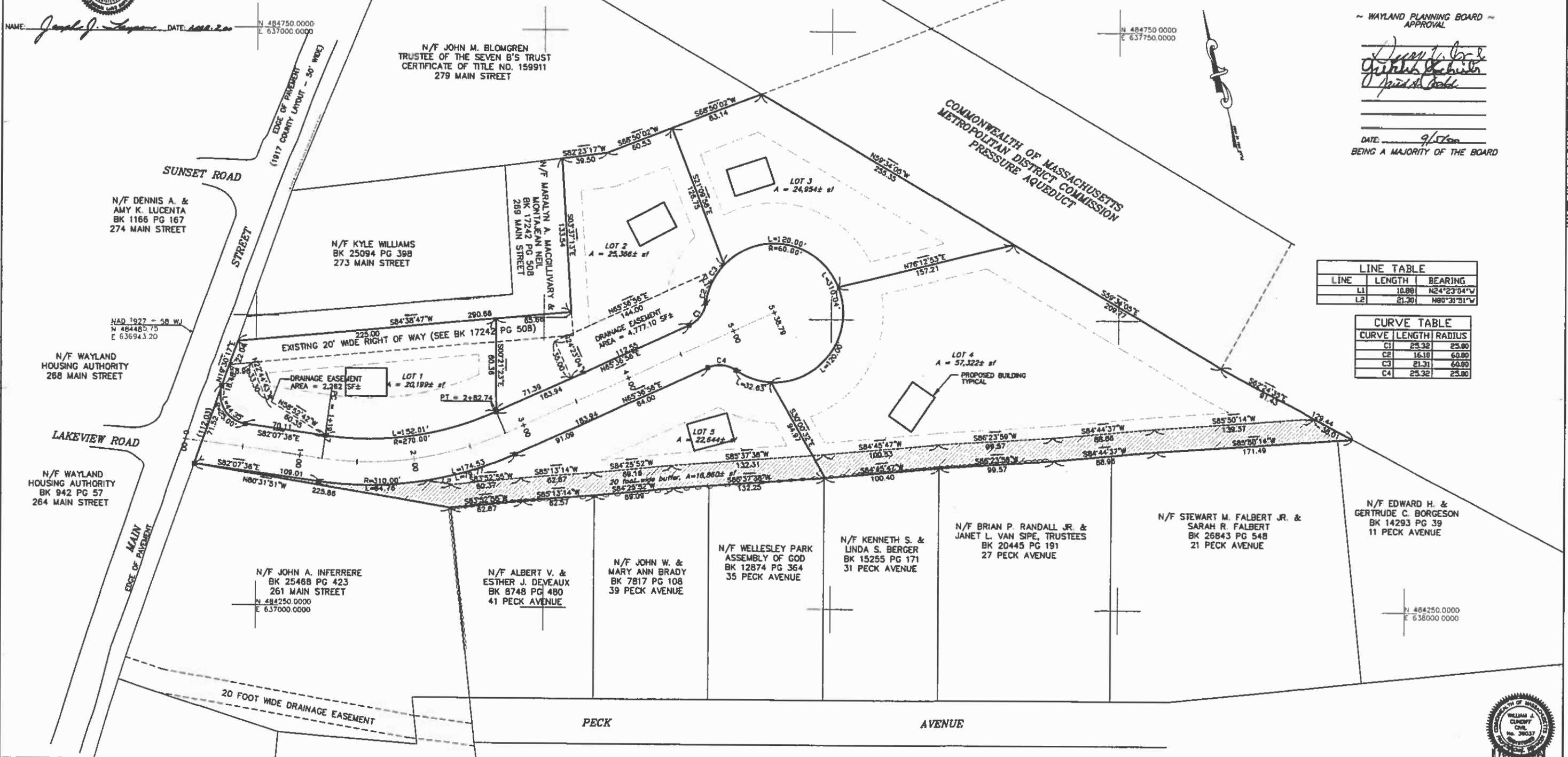
I certify that the actual survey of the boundary lines of this tract of land was made on the ground in accordance with the specifications in the "Ethical, Procedural and Technical Standards for the practice of Land Surveying in the Commonwealth of Massachusetts" as prepared and adopted by the Massachusetts Association of Land Surveyors and Civil Engineers, Inc., Part II, II Technical Standards, A., 2.

SIGNATURE: Joseph J. Taylor DATE: 10/18/2008

~ WAYLAND PLANNING BOARD ~ APPROVAL

Joseph J. Taylor
Quilith K. King
David A. Cook

DATE: 9/15/2008
 BEING A MAJORITY OF THE BOARD



LINE TABLE

LINE	LENGTH	BEARING
L1	10.88	N24°23'04"W
L2	21.30	N80°31'51"W

CURVE TABLE

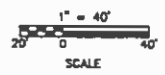
CURVE	LENGTH	RADIUS
C1	25.32	25.00
C2	16.10	60.00
C3	21.31	60.00
C4	25.32	25.00

- NOTES:
1. ZONING DISTRICT: RESIDENTIAL 20 (R20).
 2. ASSESSORS MAP 47B PARCELS 81 & 82.
 3. RECORD OWNER: BESSIE K. SPENCER
287 MAIN STREET
WAYLAND, MA 01778
 4. DEED REFERENCE: MIDDLESEX COUNTY REGISTRY OF DEEDS BOOK 4212 PAGE 582 & BOOK 9420 PAGE 128. PLAN REFERENCE: NO. 1151 OF 1982.
 5. TOTAL LAND AREA = 180,695 SF ± = 4.15 AC ±
 6. SURVEY PERFORMED BY ENCON ENGINEERS & CONTRACTORS, INC., WHITINSVILLE, MASSACHUSETTS IN JULY, 1989.
 7. THE SITE LIES WITHIN AN AQUIFER PROTECTION DISTRICT AND THEREFORE MUST COMPLY WITH ARTICLE 16 OF THE WAYLAND ZONING BYLAWS.

8. IRON PINS OR DRILL HOLES SHALL BE SET AT ALL PROPOSED PROPERTY CORNERS NOT ALREADY BOUNDED.
9. THE SITE LIES WITHIN AN AQUIFER PROTECTION DISTRICT AND THEREFORE, MUST COMPLY WITH ARTICLE 16 OF THE WAYLAND ZONING BYLAWS.

LEGEND:

- PROPERTY LINE
- - - PROPOSED LOT LINE
- - - PROPOSED SETBACK LINE
- PROPOSED CONCRETE BOUND



DEFINITIVE SUBDIVISION PLAN

DESIGNED BY: <u>WJC</u>	CHECKED BY: <u>JF</u>	PROJECT: <u>WCOA</u>	DATE: <u>10/18/2008</u>
PROPOSED LOT CONFIGURATION SPENCER CIRCLE WAYLAND, MASSACHUSETTS			
OWNER: <u>BESSIE K. SPENCER 287 MAIN STREET WAYLAND, MASSACHUSETTS 01778</u>	ENCON 88 WHINSOR RIDGE DRIVE, WHITINSVILLE, MA 01588		
REV. NO.	DATE	DRWN	CHGD
			REMARKS



SHEET NO.
2 - 6

TABLE 1: DRAINAGE STRUCTURE SCHEDULE

STRUCTURE	RIM EL.	SUMP EL.	INV. IN.	INV. OUT.
CB-1	196.00'	189.00'	-	191.50'
CB-2	196.00'	189.00'	-	192.00'
DMH-1	195.10'	-	191.00'	190.90'
DMH-2	196.00'	-	190.00'	189.90'
INF-1	-	-	189.75'	-
CB-3	194.45'	189.75'	-	193.75'
INF-2	-	-	192.00'	-
CB-4	194.45'	189.75'	-	193.75'
CB-5	196.50'	187.00'	-	193.17'
DMH-3	197.00'	-	192.62'	192.52'
DMH-4	195.00'	-	193.50'	-
CB-6	194.00'	190.00'	-	-

(NOTE: CB-6 IS A FRAME & COVER ON INF-2)

TABLE 2: DRAINAGE PIPE SCHEDULE

PIPE RUN	DIAM.	SLOPE	LENGTH	PIPE
CB1-DMH1	12"	0.033	30±	RCP
CB2-DMH1	12"	0.033	30±	RCP
DMH1-DMH2	12"	0.01	88±	RCP
DMH2-INF1	6"	0.03	5±	DIP
CB3-DMH4	12"	0.014	18±	RCP
CB4-DMH4	12"	0.015	17±	RCP
CB5-DMH3	18"	0.005	109±	RCP
DMH3-INF2	12"	0.037	14±	RCP
DMH4-INF2	12"	0.06	23±	RCP

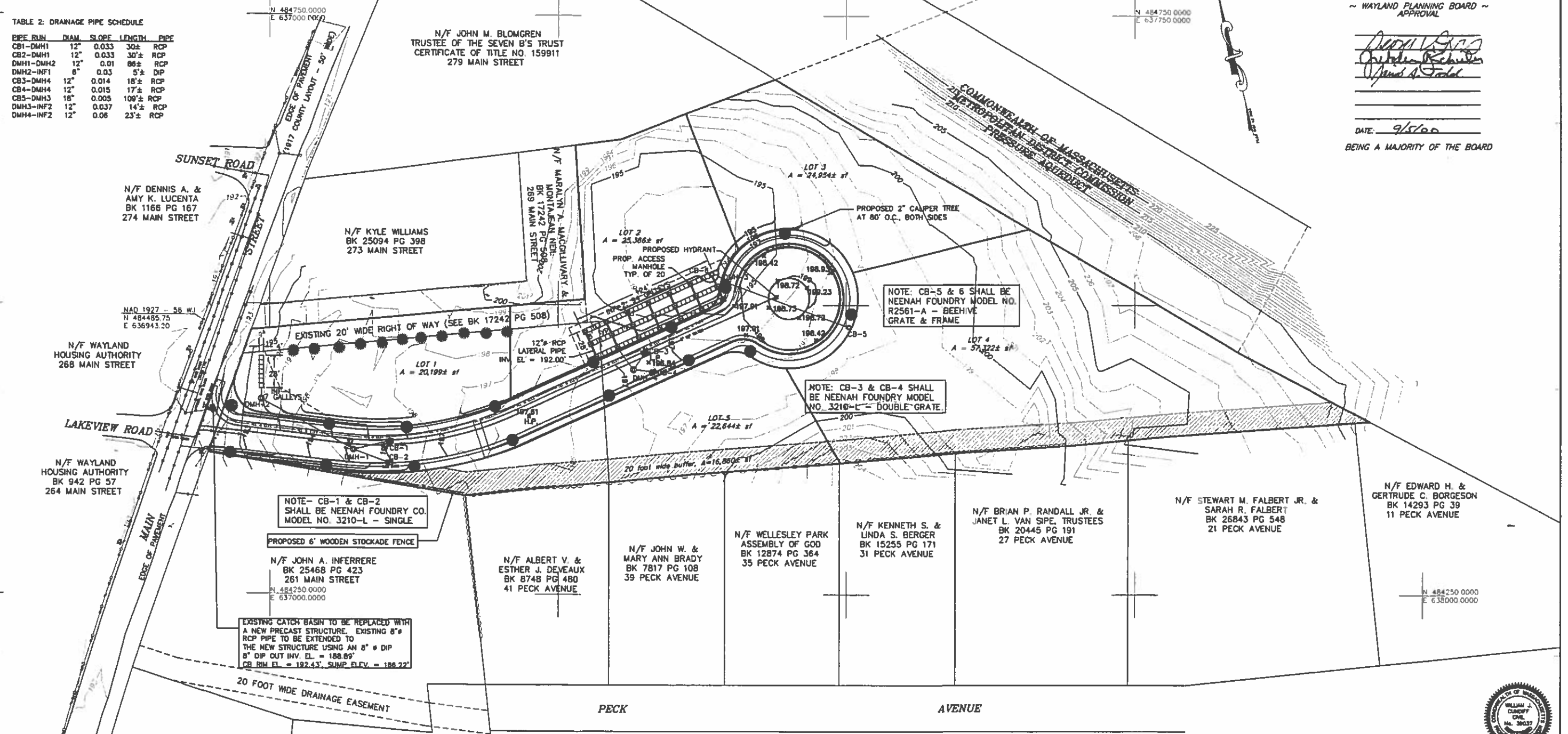
I certify that the actual survey of the boundary lines of this tract of land was made on the ground in accordance with the specifications in the "Ethical, Procedural and Technical Standards for the practice of Land Surveying in the Commonwealth of Massachusetts" as prepared and adopted by the Massachusetts Association of Land Surveyors and Civil Engineers, Inc., Part II, Technical Standards, A., 2.

SIGNATURE: *[Signature]* DATE: 3-2-00

~ WAYLAND PLANNING BOARD ~
APPROVAL

[Signature]
[Signature]
[Signature]

DATE: 9/5/00
BEING A MAJORITY OF THE BOARD

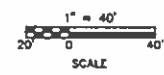


NOTES:

- ZONING DISTRICT: RESIDENTIAL 20 (R20).
- ASSESSORS MAP 478 PARCELS 61 & 62.
- RECORD OWNER: BESSIE K. SPENCER
267 MAIN STREET
WAYLAND, MA 01778
- DEED REFERENCE: MIDDLESEX COUNTY REGISTRY OF DEEDS BOOK 4212 PAGE 582 & BOOK 9420 PAGE 128. PLAN REFERENCE: NO 1151 OF 1982.
- TOTAL LAND AREA = 180,695 SF ± = 4.15 AC ±
- SURVEY PERFORMED BY ENCON ENGINEERS & CONTRACTORS, INC., WHITINSVILLE, MASSACHUSETTS IN JULY, 1999.
- ELEVATIONS REFER TO NATIONAL GEODETIC VERTICAL DATUM (NGVD) OF 1929. HORIZONTAL GRID SYSTEM BASED UPON NORTH AMERICAN DATUM (NAD) OF 1927.
- THE SITE LIES WITHIN AN AQUIFER PROTECTION DISTRICT AND THEREFORE MUST COMPLY WITH ARTICLE 16 OF THE ZONING BYLAWS.

- EXISTING HOUSE TO BE DEMOLISHED PRIOR TO ROAD CONSTRUCTION.
- THE PROPOSED INFILTRATION AREA #2 SHALL ALSO BE CONSTRUCTED WITH AN EMERGENCY OVERFLOW PIPE (6" SCH. 40 PVC) WITH AN INVERT ELEVATION OF 193.00'. THE PIPE WILL BE CONNECTED TO CATCH BASIN CB-1 AT AN INVERT ELEVATION OF 192.00'. ALSO, DMH-2 WILL BE CONSTRUCTED WITH AN EMERGENCY OVERFLOW PIPE (6" SCH. 40 PVC) WITH AN INVERT ELEVATION OF 191.00'. THIS OVERFLOW PIPE WILL BE CONNECTED TO THE RELOCATED CATCH BASIN AT THE SITE ENTRANCE AT INVERT ELEVATION 189.00'.

NOTE:
PROPOSED GRADING HAS NOT BEEN SHOWN ON THIS PLAN SO THAT UTILITY LOCATIONS AND DETAILS WILL NOT BE OBFUSCATED. PLEASE REFER TO SHEET 3-B.



LEGEND:

- PROPERTY LINE
- PROPOSED LOT LINE
- PROPOSED DRAIN LINE
- CB-1 ○ CB-1 PROPOSED CATCH BASIN
- ⊙ DMH PROPOSED DRAIN MANHOLE
- TEL & ELEC PROPOSED TELEPHONE & ELECTRIC CONDUIT
- 8" DIP WATER PROPOSED 8" DUCTILE IRON WATER PIPE
- GAS MAIN PROPOSED 3" POLYETHYLENE GAS MAIN
- ⊙ LMH-1 PROPOSED LEACHING MANHOLE

DEFINITIVE SUBDIVISION PLAN

DESIGNED BY: WZ	CHECKED BY: WZ	PROJECT: WZ	DATE: MARCH 2000
STORM DRAINAGE & UTILITY PLAN SPENCER CIRCLE WAYLAND, MASSACHUSETTS			
OWNER: BESSIE K. SPENCER 267 MAIN STREET WAYLAND, MASSACHUSETTS 01778	ENCON 68 WINDSOR RIDGE DRIVE, WHITINSVILLE, MA 01588		
REV. NO.	DATE	DRWN	CHKD
REMARKS			SHEET NO. 4 - 6
FILE NAME: 99142WZ			

Sprinkler Locations

4 Spencer Cir Wayland

Approximately 12000 Sq Ft of coverage

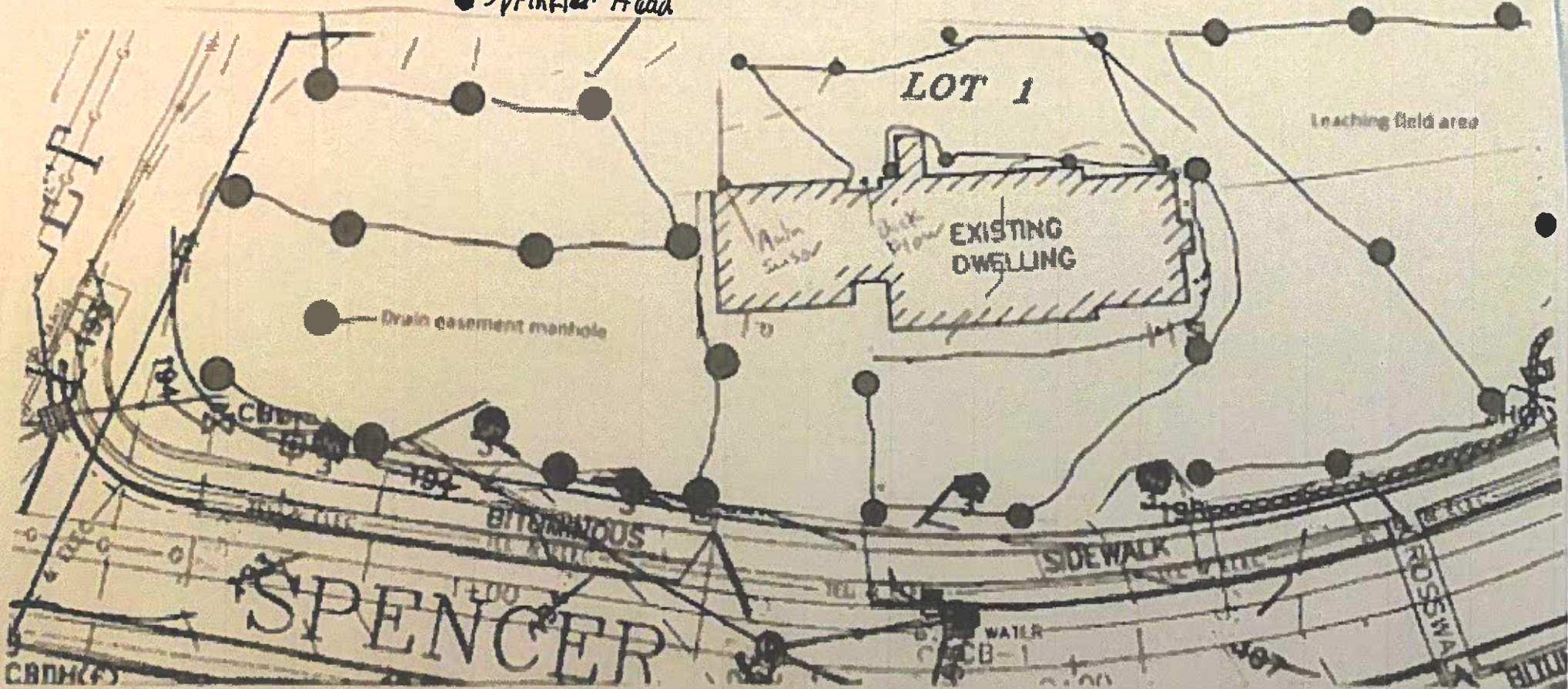
System was installed 2002 by uni now contractor.

Rainbird rain sensor North west corner of garage soffit

1" Febco 760 backflow device

● Sprinkler Head

Documented By: Simmons + Sons Irrigation
Medford, MA
Documented ~~on~~ April 2021



**WAYLAND
ANNUAL TOWN MEETING**

VOTE CERTIFICATE

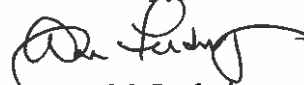
At a legal meeting of the qualified voters of the TOWN OF WAYLAND, commencing on Saturday, May 15, 2021, and concluding on Sunday, May 16, 2021, the following business was transacted under Article

ARTICLE 14: ACCEPT SPENCER CIRCLE

The Town of Wayland voted under the abbreviated presentation procedure to accept Spencer Circle as a public way as laid out by the Board of Public Works, and any easements appurtenant thereto, as shown on a plan entitled "Definitive Subdivision Plan Proposed Lot Configuration Spencer Circle Wayland, Massachusetts," dated March 2, 2000, prepared by Encon, recorded with the Middlesex South Registry of Deeds as Plan 1024 of 2000 (Sheet 2 of 6), and the drainage system as shown on a plan entitled "Storm Drainage & Utility Plan, Spencer Circle, Wayland, Massachusetts," dated March 2, 2000, prepared by Encon, recorded with said Registry of Deeds as Plan 1024 of 2000 (Sheet 4 of 6) ; and to see if the Town will vote to authorize the Board of Selectmen to acquire by gift, purchase, eminent domain or otherwise, easements in any land necessary for laying out and the acceptance of Spencer Circle, or other easements related thereto; and further, to authorize the Board of Selectman and/or the Board of Public Works, and/or any other applicable Town of Wayland Board and their personnel and/or representatives or designees, to take any and all related actions necessary or appropriate to accomplish the purposes of this Article and/or otherwise act thereon

VOTED **In Favor: 186**
 Opposed: 22
 majority required
 PASSED

A true copy, Attest:


Anna M. Ludwig
Town Clerk

Affected Property:
6 Spencer Circle
Wayland, MA 01778

EASEMENT AND CONVEYANCE AGREEMENT

This Easement and Conveyance Agreement (“Agreement”) made as of this day of June, 2021, by and among **Gordon N. Schultz and Evelyn A. Schultz, as Trustees of the Schultz Realty Trust**, an unrecorded Trust, dated September 27, 2018, for which a Certificate of Trust, dated September 27, 2018, was recorded with the Middlesex South District of the Registry of Deeds on October 11, 2018 in Book 71733, Page 119, and having an address of 6 Spencer Circle, Wayland, Massachusetts 01778 (hereinafter the “Owner”), being the owner of property known as and numbered 6 Spencer Circle, Wayland, Middlesex County, Commonwealth of Massachusetts, as described in a deed to the Owner, dated September 27, 2018 and recorded with the Middlesex South District of the Registry of Deeds on October 11, 2018 in Book 71333, Page 121 (the “Property”); **Vincent J. Gately, individually (d/b/a Heritage Properties) and as Trustee of the Spencer Circle Realty Trust**, u/d/t dated September 13, 2000, recorded with the Middlesex South District of the Registry of Deeds in Book 31820, Page 595, of Sudbury, Massachusetts (hereinafter the “Developer”), and the **Town of Wayland**, a Massachusetts municipal corporation, having an address of 41 Cochituate Road, Wayland, Massachusetts 01778 (the “Town” together with the Owner, sometimes collectively the “Parties”).

WHEREAS, pursuant to the vote taken under Article 14 of the 2021 Annual Town Meeting, the Town has agreed to accept as a public way the street known as Spencer Circle, including the utilities and underground drainage system serving Spencer Circle; and

WHEREAS, Spencer Circle is shown on a plan entitled “Definitive Subdivision Plan Proposed Lot Configuration Spencer Circle Wayland, Massachusetts,” dated March 2, 2000, prepared by Encon, recorded with said Registry as Plan 1024 of 2000 (Sheet 2 of 6) (hereinafter the “Subdivision Lot Configuration Plan”); and

WHEREAS, the drainage system serving Spencer Circle (hereinafter the “Drainage System”), which received all required permits and approvals from Town Boards, is shown on a plan entitled “Storm Drainage & Utility Plan, Spencer Circle, Wayland, Massachusetts,” dated March 2, 2000, prepared by Encon, recorded with said Registry as Plan 1024 of 2000 (Sheet 4 of 6) (hereinafter the “Subdivision Drainage Plan”); and

WHEREAS, after the installation of the Drainage System the Developer of the Spencer Circle subdivision made certain improvements on and to the approved buildable lots shown on the Definitive Subdivision Plan, including the construction of certain residential homes thereon, and specifically including the homes built on two Lots thereon, then known as Lots 1 and 2, and now known as 4 Spencer Circle and 6 Spencer Circle, respectively, which improvements potentially interfere with the operation and maintenance of the Drainage System; and

WHEREAS, as a consequence of the aforesaid improvements to 6 Spencer Circle, a portion of the Drainage System is situated beneath a portion of the Property, specifically beneath (i) part of the front yard and (ii) part of the driveway; and (iii) was located (below ground) approximately

fifteen (15) feet from the front left corner of the foundation of the garage, all as shown on (i) the Subdivision Lot Configuration Plan, and (ii) the Site Plan (not to scale) attached hereto, respectively, as Exhibit "1" and Exhibit "2;" and

WHEREAS, due to certain other improvements that were made on and to the Property by the Owner thereafter, including (i) four (4) light pillars adjacent to the front entrances to each side of the circular driveway and (ii) certain pipes and sprinkler heads located in the front yard as part of an underground irrigation system, part of the Drainage System is also located beneath those improvements; and

WHEREAS, the Owner acknowledges that the operation, maintenance, repair, or replacement of some or all of the Drainage System by the Town could result in damage to the improvements on the Property; and

WHEREAS, the Owner, nonetheless, desires that the Town accept Spencer Circle as a public way, and own, operate, and maintain the utilities and Drainage System.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the Town, the Owner and the Developer agree to the following terms and conditions:

1. Recitals. The parties agree that the above Recitals are true and accurate and that they are incorporated herein and made a part hereof.
2. Grant of Easement in Spencer Circle. The Owner hereby grants to the Town an easement in Spencer Circle, which shall be a public way in the Town of Wayland. The Town shall have the right and the obligation to construct, inspect, clear, repair, remove, replace, operate and maintain Spencer Circle, including any and all water, sewer and drainage infrastructure, not including those utilities owned by others, located within Spencer Circle.
3. Grant of Easement in Drainage System. The Owner and the Developer hereby grant to the Town a drainage easement located on the Property and which is shown as "Drainage Easement Area = 4,777.10 S.F.±" on the Subdivision Lot Configuration Plan, including the right and obligation to construct, inspect, clear, repair, remove, replace, operate, and maintain the Drainage System, including any and all stormwater drain or drains, drainage swales, and any manholes, pipes, catch basins, conduits, culverts, channels, and other related structures and/or facilities for the drainage of stormwater.
4. Grant of Rights and Access to the Property. The Owner hereby grants to the Town the right, from time to time, to enter upon any portion of the Property under which the Drainage System is located (the "Drainage Easement Premises"), including, without limitation, by foot, motor vehicle, and heavy equipment, in order to undertake any necessary work thereto, as described in ¶3, provided, however, that the Town shall provide at least seventy-two (72) hours written notice of its intention to do so, except in the event of emergency, to be determined in the sole discretion of the Town, in which circumstance notice shall be provided either orally or by e-mail or by text message, and as promptly as is possible.

5. Conduct of Town. In exercising the rights granted to it hereunder and in performing any work under ¶3, the Town agrees that it shall (i) perform all work to the Drainage System and within the Drainage Easement Premises in compliance with all applicable laws, rules, regulations, and/or bylaws, obtain any and all permits and approvals required by laws, rules, regulations, and/or bylaws to perform such work, (ii) take all reasonable steps and conduct itself in such a way as to eliminate or minimize any damage to the Property, and (iii) conduct itself in a non-negligent manner. In addition, in performing any inspections of the Drainage System and any maintenance thereto, the Town, whenever possible, shall first utilize for access those so-called “manhole access points” that were identified within the lawn area of the Property and used to conduct the previous inspection by the Town on September 27, 2018, said manhole access points shown on a sketch plan attached hereto as Exhibit “3,” so as to minimize any damage to any improvements and potentially avoid the need to impact access points located under the driveway.

6. Town’s Obligation to Restore or Repair. In the event that the Town, its employees, agents, or servants, in the course of performing any of its work as specified in ¶3, should damage any of the Property or improvements located thereon, the Town shall be obligated to make repairs or restorations thereto as the case may be, including bearing the cost of labor and materials to (i) loam and seed any damaged lawn area, (ii) patch/repair any portions of the driveway that might be required to be removed for access, and (iii) repair or replace any damaged piping and sprinkler heads associated with the irrigation system, so long as the Owner has flagged the sprinkler heads so that the Town has notice of their location and the Owner has shut off the water supply to the irrigation system, provided, however, other than the foregoing, the Town shall have no obligation to make repairs or restore the Property or any improvements located thereon in the event any damage is the result of such improvements being on, over, under or proximate to the Drainage System.

7. Conduct of Owner. Owner, and on behalf of its successors and assigns, agrees that it shall not do any work on or otherwise obstruct or hinder access to and within the Property as it constitutes the Drainage Easement Premises herein, or place, or cause to be placed, any temporary or permanent buildings, structures, utilities or landscaping thereon that would interfere with the rights granted to, and the obligations of, the Town hereunder except for those buildings, structures, utilities and landscaping that presently exist on the Property. The Owner shall provide Town with a sketch or plan showing the approximate location of those components of the underground irrigation system in the front yard of the Property that are located over that area described as the “Easement Premises.”

8. Release of Town. Owner, and on behalf of its successors and assigns, grantees, insurers, mortgagees, agents, contractors, subcontractors and employees, forever releases and discharges the Town and its officials, officers, boards, commissions, committees, representatives, employees, agents, contractors, legal representatives, attorneys and insurers, of and from any and all claims, actions, liabilities, causes of action, grievances, suits, demands, liens, controversies, and proceedings for compensation, damages, costs, expenses, losses, whether known or unknown, attorney’s fees, declaratory relief and relief arising out of economic injury, property damage and personal injury, and liabilities in law and equity, past, present or future (collectively, “Claims”) at the Property or that relate in any way to the work done on the Property pursuant to this Agreement, except to the extent that any such Claims are (i) caused by the ordinary negligence of the Town, its

agents, servants, contractors or subcontractors, and/or (ii) represent a failure of the Town, its agents, servants, contractors or subcontractors, to comport with any of its obligations under this Agreement.

9. Authority. Each of the undersigned represents and warrants that he/she/they/it have the right, the capacity, and all necessary authority to execute this Agreement.

10. Voluntary Act and Deed. Each of the undersigned represents and warrants that he/she/they/it has had the opportunity to review this Agreement and further has had the advice of legal counsel prior to executing this Agreement and that he/she//they/it executes this Agreement as their respective free act and deed.

11. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, expectations and discussions of the Parties with respect to the subject matter hereof, whether oral or written, and the terms of this Agreement are contractual and not a mere recital. There are no representations or other agreements between the Parties in connection with the subject matter hereof except as specifically set forth in this Agreement. No amendment or modification of this Agreement shall be binding unless executed in writing and signed by the party to be bound thereby and recorded with the Registry of Deeds.

12. Governing Law. This Agreement has been, and shall for all purposes be deemed to have been executed and delivered within the Commonwealth of Massachusetts and the rights and obligations of the parties hereto shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.

13. Binding Effect. This Agreement shall run with the Property, and any portion thereof, and shall inure to the benefit of and be binding upon the Owner, and any other party having an interest in the Property, or any portion thereof, and the Owner's tenants, invitees, licensees or otherwise, and all of the respective heirs, successors, assigns, grantees, mortgagees, agents, contractors, subcontractors and employees of the foregoing.

14. Severability. If any court or other tribunal determines that any provision of this Agreement is invalid or unenforceable, such provision shall be deemed to have been modified automatically to conform to the requirements for validity and enforceability as determined by such court or tribunal. In the event the provision invalidated is of such a nature that it cannot be so modified, the provision shall be deemed deleted from this instrument as though it had never been included herein. In either case, the remaining provisions of this Agreement shall remain in full force and effect.

15. Recordation; Incorporation into Deeds, Mortgages, Leases and Instruments of Transfer. The Town shall record this Agreement with the Middlesex South District Registry of Deeds and cross-referenced to the deed for the Property. The Owner, and on behalf of their heirs, successors and assigns, hereby agrees to incorporate this Agreement, in full or by reference, into all deeds, easements, mortgages, leases, licenses, occupancy agreements or any other instrument of transfer by which an interest in and/or a right to use the Property, or any portion thereof, is conveyed.

WITNESS the execution hereof under seal as of the date above written.

SCHULTZ REALTY TRUST

By: _____
Gordon N. Schultz, Trustee

By: _____
Evlyn A. Schultz, Trustee

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this ____ day of _____, 2021, before me, the undersigned Notary Public, personally appeared Evlyn A. Schultz and Gordon N. Schultz, Trustees, as aforesaid, each of whom proved to me through satisfactory evidence of identification, which -----, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that each of them signed it voluntarily for its stated purpose on behalf of the Schultz Realty Trust.

Notary Public
My Commission Expires:

Vincent Gately d/b/a Heritage Properties

Vincent Gately

SPENCER CIRCLE REALTY TRUST

By: _____
Vincent Gately, Trustee

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this ____ day of _____, 2021, before me, the undersigned Notary Public, personally appeared Vincent Gately, individually and as Trustee, as aforesaid, who proved to me through satisfactory evidence of identification, which was-----, 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 on behalf of the Spencer Circle Realty Trust.

Notary Public
My Commission Expires:

ACCEPTANCE

The Town of Wayland, acting by and through its Board of Selectmen, accepts the Easement and Conveyance Grant from Schultz Realty Trust and Vincent Gately, individually and as Trustee, in accordance with the vote taken under Article 14 of the 2021 Wayland Town Meeting this 14th day of June, 2021.

TOWN OF WAYLAND,

By Its Board of Selectmen

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 14th day of June, 2021, before me, the undersigned Notary Public, personally appeared as aforesaid, each of the members of the Wayland Board Selectmen, who is personally known to me and whose name is signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose on behalf of the Town of Wayland.

Notary Public
My Commission Expires:

Exhibit “1”

Subdivision Lot Configuration Plan

Exhibit “2”

Site Plan

Exhibit “3”

Manhole Access Points Sketch Plan

CONSENT AND SUBORDINATION AGREEMENT

Santander Bank (the "Lender"), having an address of _____, and being the holder of that certain mortgage encumbering the property at 6 Spencer Circle, Wayland, MA 01778 (hereinafter the Property), dated _____ and recorded with the Middlesex South District Registry of Deeds in Book _____, Page _____ (the "Mortgage"), granted to it by Evelyn A. Schultz and Gordon N. Schultz hereby consents to the Easement and Conveyance Agreement entered into by and between the Schultz Realty Trust and the Town of Wayland, a copy of which has been provided to the Lender; and further acknowledges and agrees that the Mortgage and any other security instrument securing its loan on the Property subject to the Easement and Conveyance Agreement shall be subordinate and subject to its terms and conditions.

By: _____
Name: _____
Title: _____

COMMONWEALTH/STATE OF _____

_____, ss

On this ___ day of _____, 2021, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as _____ of _____.

Notary Public
My Commission Expires:

Exhibit 1: Subdivision Lot Configuration Plan

THE PREPARATION OF THIS PLAN IS NOT INTENDED TO BE A CONFIRMATION OF OWNERSHIP OF THE PROPERTIES SHOWN.

PROPERTIES SHOWN MAY BE SUBJECT TO EASEMENTS, RIGHTS OF WAYS, RESTRICTIONS, RESERVATIONS, OR OTHER LIMITATIONS, WHICH MAY BE REVEALED BY AN EXAMINATION OF TITLE.

OWNERS OF ADJOINING PROPERTIES ARE SHOWN ACCORDING TO CURRENT TOWN OF WAYLAND RECORDS.

I CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.



NAME: Joseph J. Taylor DATE: 10/18/2008
 N 484750.0000
 E 637000.0000

THIS IS TO CERTIFY THAT THE NOTICE OF APPROVAL OF THIS PLAN BY THE WAYLAND PLANNING BOARD HAS BEEN RECEIVED AND RECORDED ON 10/21/2008 AT 10:00 AM AND NO APPEAL WAS RECEIVED DURING THE 20 DAYS NEXT AFTER SUCH RECEIPT AND RECORDING OF SAID NOTICE.

Quilith K. King DATE: 10/21/2008
 WAYLAND TOWN CLERK

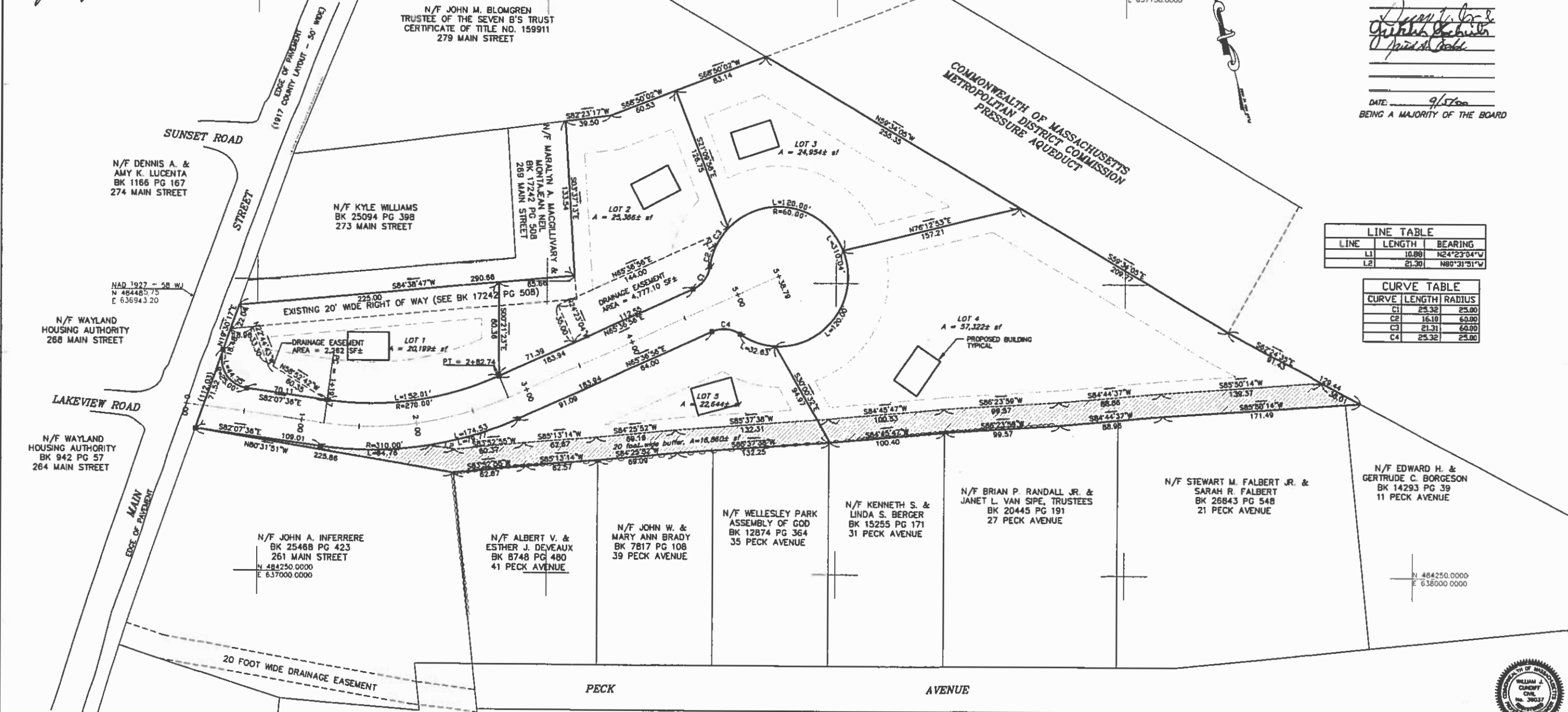
I certify that the actual survey of the boundary lines of this tract of land was made on the ground in accordance with the specifications in the "Ethical, Procedural and Technical Standards for the practice of Land Surveying in the Commonwealth of Massachusetts" as prepared and adopted by the Massachusetts Association of Land Surveyors and Civil Engineers, Inc., Part II, II Technical Standards, A., 2.

SIGNATURE: Joseph J. Taylor DATE: 10/18/2008

~ WAYLAND PLANNING BOARD ~
 APPROVAL

Joseph J. Taylor
Quilith K. King
David A. Cook

DATE: 9/15/2008
 BEING A MAJORITY OF THE BOARD



LINE TABLE		
LINE	LENGTH	BEARING
L1	10.88	N24°23'04"W
L2	21.30	N80°31'51"W

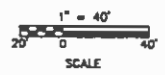
CURVE TABLE		
CURVE	LENGTH	RADIUS
C1	25.32	25.00
C2	16.10	60.00
C3	21.31	60.00
C4	25.32	25.00

- NOTES:**
1. ZONING DISTRICT: RESIDENTIAL 20 (R20).
 2. ASSESSORS MAP 47B PARCELS 81 & 82.
 3. RECORD OWNER: BESSIE K. SPENCER
287 MAIN STREET
WAYLAND, MA 01778
 4. DEED REFERENCE: MIDDLESEX COUNTY REGISTRY OF DEEDS BOOK 4212 PAGE 582 & BOOK 9420 PAGE 128. PLAN REFERENCE: NO. 1151 OF 1982.
 5. TOTAL LAND AREA = 180,695 SF ± = 4.15 AC ±
 6. SURVEY PERFORMED BY ENCON ENGINEERS & CONTRACTORS, INC., WHITINSVILLE, MASSACHUSETTS IN JULY, 1989.
 7. THE SITE LIES WITHIN AN AQUIFER PROTECTION DISTRICT AND THEREFORE MUST COMPLY WITH ARTICLE 16 OF THE WAYLAND ZONING BYLAWS.

8. IRON PINS OR DRILL HOLES SHALL BE SET AT ALL PROPOSED PROPERTY CORNERS NOT ALREADY BOUNDED.
9. THE SITE LIES WITHIN AN AQUIFER PROTECTION DISTRICT AND THEREFORE, MUST COMPLY WITH ARTICLE 16 OF THE WAYLAND ZONING BYLAWS.

LEGEND:

- PROPERTY LINE
- - - PROPOSED LOT LINE
- - - PROPOSED SETBACK LINE
- PROPOSED CONCRETE BOUND



DEFINITIVE SUBDIVISION PLAN

DESIGNED BY: <u>WJ</u>	CHECKED BY: <u>JF</u>	PROJECT: <u>WCOA</u>	DATE: <u>10/18/2008</u>
PROPOSED LOT CONFIGURATION SPENCER CIRCLE WAYLAND, MASSACHUSETTS			
OWNER: <u>BESSIE K. SPENCER 287 MAIN STREET WAYLAND, MASSACHUSETTS 01778</u>	ENCON 88 WHINSOR RIDGE DRIVE, WHITINSVILLE, MA 01588		
REV. NO.	DATE	DRWN	CHGD
			REMARKS



SHEET NO.
 2 - 6

TABLE 1: DRAINAGE STRUCTURE SCHEDULE

STRUCTURE	RIM EL.	SUMP EL.	INV. IN.	INV. OUT.
CB-1	196.00'	189.00'	-	191.50'
CB-2	196.00'	189.00'	-	192.00'
DMH-1	195.10'	-	191.00'	190.90'
DMH-2	196.00'	-	190.00'	189.90'
INF-1	-	-	189.75'	-
CB-3	194.45'	189.75'	-	193.75'
INF-2	-	-	192.00'	-
CB-4	194.45'	189.75'	-	193.75'
CB-5	196.50'	187.00'	-	193.17'
DMH-3	197.00'	-	192.62'	192.52'
DMH-4	195.00'	-	193.50'	-
CB-6	194.00'	190.00'	-	-

(NOTE: CB-6 IS A FRAME & COVER ON INF-2)

TABLE 2: DRAINAGE PIPE SCHEDULE

PIPE RUN	DIAM.	SLOPE	LENGTH	PIPE
CB1-DMH1	12"	0.033	30±	RCP
CB2-DMH1	12"	0.033	30±	RCP
DMH1-DMH2	12"	0.01	88±	RCP
DMH2-INF1	8"	0.03	5±	DIP
CB3-DMH4	12"	0.014	18±	RCP
CB4-DMH4	12"	0.015	17±	RCP
CB5-DMH3	18"	0.005	109±	RCP
DMH3-INF2	12"	0.037	14±	RCP
DMH4-INF2	12"	0.06	23±	RCP

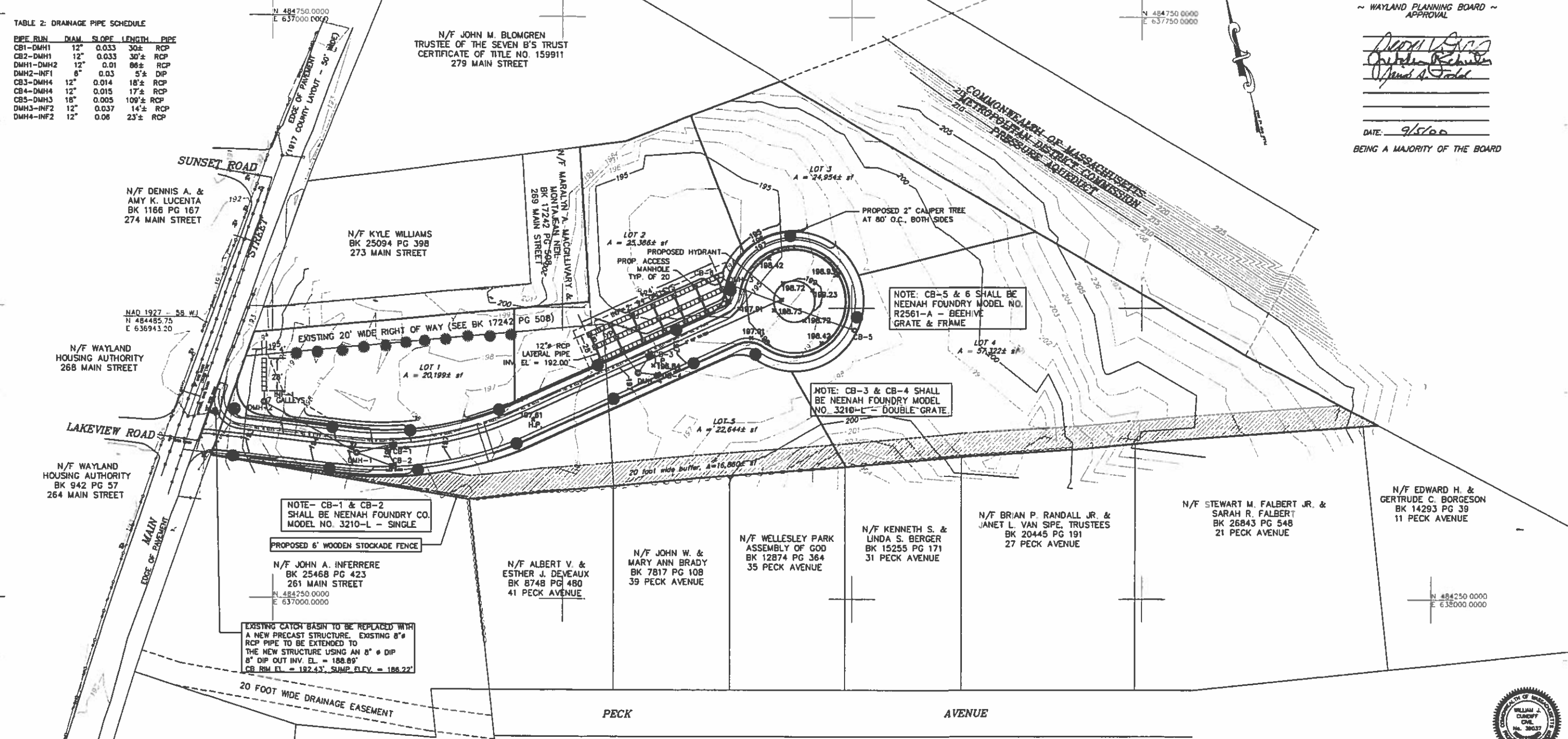
I certify that the actual survey of the boundary lines of this tract of land was made on the ground in accordance with the specifications in the "Ethical, Procedural and Technical Standards for the practice of Land Surveying in the Commonwealth of Massachusetts" as prepared and adopted by the Massachusetts Association of Land Surveyors and Civil Engineers, Inc., Part II, Technical Standards, A., 2.

SIGNATURE: *[Signature]* DATE: 3-2-00

~ WAYLAND PLANNING BOARD ~
APPROVAL

[Signature]
[Signature]
[Signature]

DATE: 9/5/00
BEING A MAJORITY OF THE BOARD

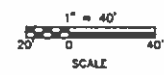


NOTES:

- ZONING DISTRICT: RESIDENTIAL 20 (R20).
- ASSESSORS MAP 478 PARCELS 61 & 62.
- RECORD OWNER: BESSIE K. SPENCER
267 MAIN STREET
WAYLAND, MA 01778
- DEED REFERENCE: MIDDLESEX COUNTY REGISTRY OF DEEDS BOOK 4212 PAGE 582 & BOOK 9420 PAGE 128. PLAN REFERENCE: NO 1151 OF 1982.
- TOTAL LAND AREA = 180,695 SF ± = 4.15 AC ±
- SURVEY PERFORMED BY ENCON ENGINEERS & CONTRACTORS, INC., WHITINSVILLE, MASSACHUSETTS IN JULY, 1999.
- ELEVATIONS REFER TO NATIONAL GEODETIC VERTICAL DATUM (NGVD) OF 1929. HORIZONTAL GRID SYSTEM BASED UPON NORTH AMERICAN DATUM (NAD) OF 1927.
- THE SITE LIES WITHIN AN AQUIFER PROTECTION DISTRICT AND THEREFORE MUST COMPLY WITH ARTICLE 16 OF THE ZONING BYLAWS.

- EXISTING HOUSE TO BE DEMOLISHED PRIOR TO ROAD CONSTRUCTION.
- THE PROPOSED INFILTRATION AREA #2 SHALL ALSO BE CONSTRUCTED WITH AN EMERGENCY OVERFLOW PIPE (6" SCH. 40 PVC) WITH AN INVERT ELEVATION OF 193.00'. THE PIPE WILL BE CONNECTED TO CATCH BASIN CB-1 AT AN INVERT ELEVATION OF 192.00'. ALSO, DMH-2 WILL BE CONSTRUCTED WITH AN EMERGENCY OVERFLOW PIPE (6" SCH. 40 PVC) WITH AN INVERT ELEVATION OF 191.00'. THIS OVERFLOW PIPE WILL BE CONNECTED TO THE RELOCATED CATCH BASIN AT THE SITE ENTRANCE AT INVERT ELEVATION 189.00'.

NOTE:
PROPOSED GRADING HAS NOT BEEN SHOWN ON THIS PLAN SO THAT UTILITY LOCATIONS AND DETAILS WILL NOT BE OBFUSCATED. PLEASE REFER TO SHEET 3-6.



LEGEND:

- PROPERTY LINE
- PROPOSED LOT LINE
- PROPOSED DRAIN LINE
- CB-1 ○ CB-1 PROPOSED CATCH BASIN
- ⊙ DMH PROPOSED DRAIN MANHOLE
- TEL & ELEC — PROPOSED TELEPHONE & ELECTRIC CONDUIT
- 8" DIP WATER — PROPOSED 8" DUCTILE IRON WATER PIPE
- GAS MAIN — PROPOSED 3" POLYETHYLENE GAS MAIN
- ⊙ LMH-1 PROPOSED LEACHING MANHOLE

DEFINITIVE SUBDIVISION PLAN

DESIGNED BY: WZ	CHECKED BY: WZ	PROJECT: WZ	DATE: MARCH 2000
STORM DRAINAGE & UTILITY PLAN SPENCER CIRCLE WAYLAND, MASSACHUSETTS			
OWNER: BESSIE K. SPENCER 267 MAIN STREET WAYLAND, MASSACHUSETTS 01778	ENCON 68 WINDSOR RIDGE DRIVE, WHITINSVILLE, MA 01588		
REV. NO.	DATE	DRWN	CHKD
REMARKS			SHEET NO. 4 - 6
FILE NAME: 99142WZ			

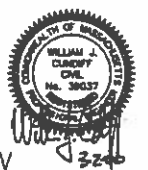
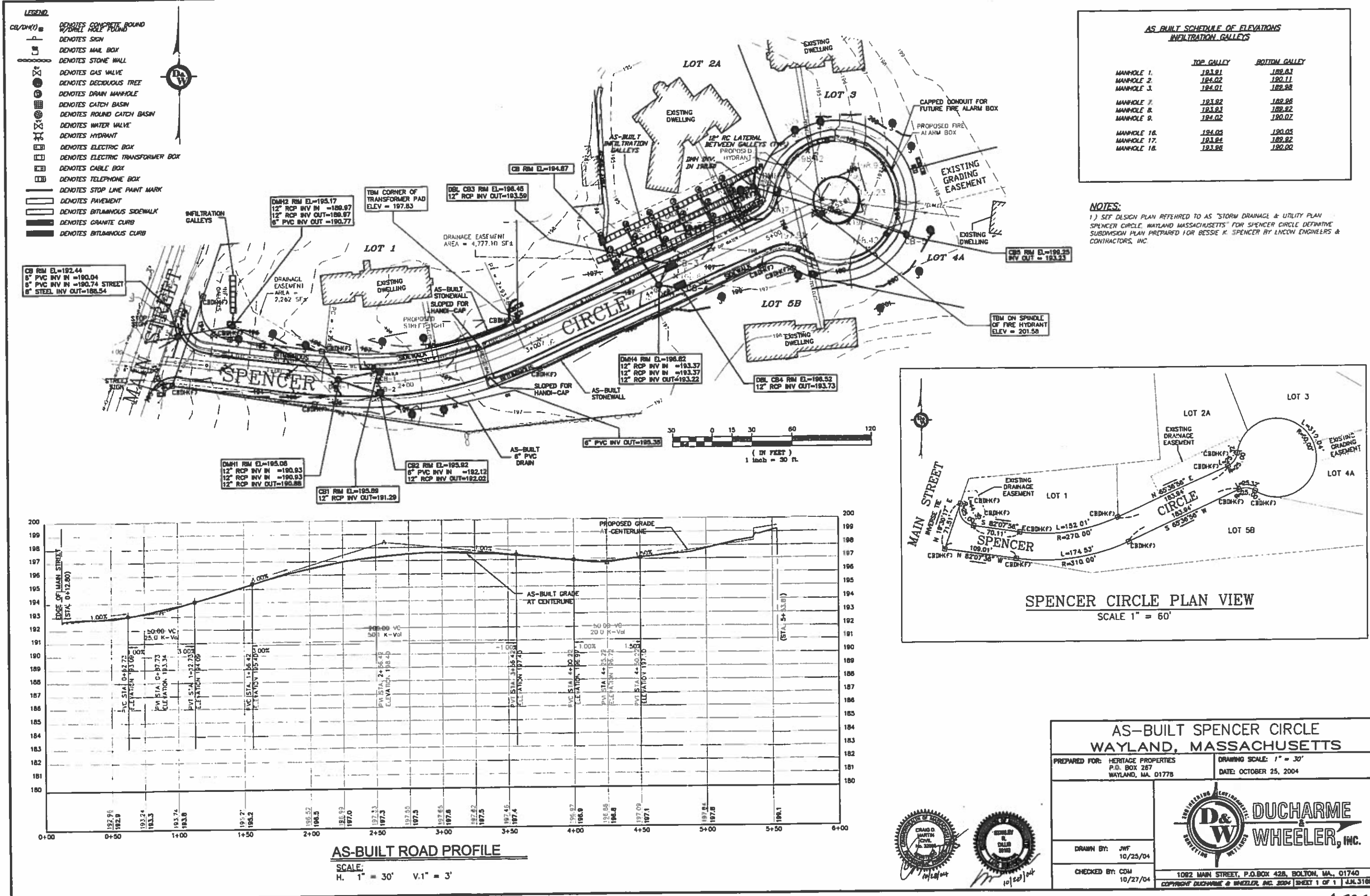
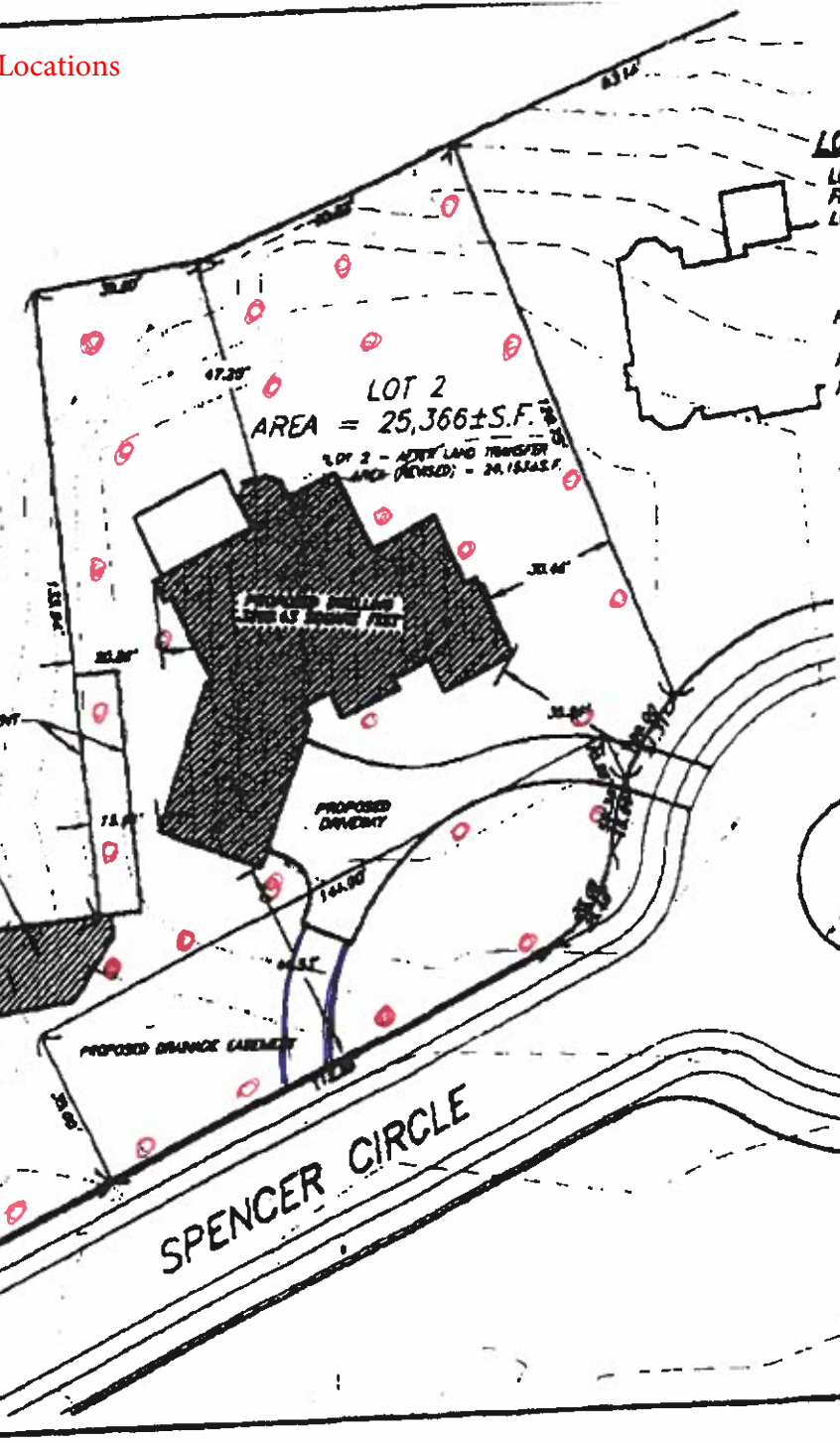


Exhibit 3: Manhole Access Points Sketch Plan



A-2962

Sprinkler Locations



LOT 2
LOT AREA (REVISED) = 24,133± S.F.
FRONTAGE = 248.67'
LOT WIDTH AT 80 FEET OFF ROADWAY = 283.90'

PRE-DEVELOPED LOT AREA = 24,133± S.F.
POST-DEVELOPED ROOF AREA = 3289 S.F.
POST-DEVELOPED DRIVEWAY AREA = 1498 S.F.

PERCENT IMPERVIOUS AREA = 18.5%

*ANY WALKWAYS ARE TO BE CONSTRUCTED OF PERVIOUS MATERIAL

LOT 2
AREA = 25,366± S.F.
LOT 2 - AFTER LAND TRANSFER
AREA (REVISED) = 24,133± S.F.

PROPOSED WALKING EASEMENT
10' WIDE
AREA TO BE DECIDED
TO ADJUTER - 1213 S.F.

PROPOSED DRAINAGE EASEMENT

PROPOSED DRIVEWAY

SPENCER CIRCLE

COMMONWEALTH OF MASSACHUSETTS
STEVEN G. DONNER
No. 38188
PROFESSIONAL
2/14/01

PROPOSED BUILDING LOCATION PLAN, LOT 2
WAYLAND, MASS.
PREPARED FOR HERITAGE PROPERTIES
SCALE: 1" = 40' FEBRUARY 16, 2001
DUCHARME & WHEELER, INC.
1092 MAIN STREET, P.O. BOX 428, BOLTON, MA., 01740

COPYRIGHT DUCHARME & WHEELER, INC 2000 J169

MAY-16-01 08:39A HERITAGE PROPERTIES

**WAYLAND
ANNUAL TOWN MEETING**

VOTE CERTIFICATE

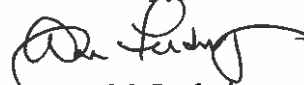
At a legal meeting of the qualified voters of the TOWN OF WAYLAND, commencing on Saturday, May 15, 2021, and concluding on Sunday, May 16, 2021, the following business was transacted under Article

ARTICLE 14: ACCEPT SPENCER CIRCLE

The Town of Wayland voted under the abbreviated presentation procedure to accept Spencer Circle as a public way as laid out by the Board of Public Works, and any easements appurtenant thereto, as shown on a plan entitled "Definitive Subdivision Plan Proposed Lot Configuration Spencer Circle Wayland, Massachusetts," dated March 2, 2000, prepared by Encon, recorded with the Middlesex South Registry of Deeds as Plan 1024 of 2000 (Sheet 2 of 6), and the drainage system as shown on a plan entitled "Storm Drainage & Utility Plan, Spencer Circle, Wayland, Massachusetts," dated March 2, 2000, prepared by Encon, recorded with said Registry of Deeds as Plan 1024 of 2000 (Sheet 4 of 6) ; and to see if the Town will vote to authorize the Board of Selectmen to acquire by gift, purchase, eminent domain or otherwise, easements in any land necessary for laying out and the acceptance of Spencer Circle, or other easements related thereto; and further, to authorize the Board of Selectman and/or the Board of Public Works, and/or any other applicable Town of Wayland Board and their personnel and/or representatives or designees, to take any and all related actions necessary or appropriate to accomplish the purposes of this Article and/or otherwise act thereon

VOTED **In Favor: 186**
 Opposed: 22
 majority required
 PASSED

A true copy, Attest:


Anna M. Ludwig
Town Clerk