

RECEIVED

JUL 19 2018

**PLANNING BOARD
GRAFTON, MA**

PETERS & SOWYRDA

**ATTORNEYS AT LAW
One Mercantile Street, Suite 540
Worcester, MA 01608
Telephone (508) 755-4300
Telefax (508) 754-9541**

A Professional Association of Individual Attorneys and Not a Partnership

R. Norman Peters
Michael W. Sowyrda
James M. Cahn
Elizabeth Valdes

July 19, 2018

Hand delivered

Robert Hassinger, Chair
Planning Board
Town of Grafton
30 Providence Road
Grafton, MA 01519

RE: Minor Modification to Site Plan
198 Worcester Street (the "Premises")

Dear Mr. Hassinger:

Please be advised that I represent Sargon Realty, LLC (the "LLC") regarding the above-referenced matter. In 2015, the LLC received approval (the "2015 Approval") of a site plan for the Premises (the "2015 Plan") in connection with the development of a planned 153-seat restaurant. That approval established a parking requirement of 87 spaces for the current and proposed restaurant use of the building. (Please note that the use chart on the 2015 Approval actually added up to 87 required spaces, not the 85 indicated on the total line.) The 2015 Plan represented that it provided for 87 spaces, thereby meeting the correct requirement.

Recently, a question was raised by Town officials in connection with the permitting of the restaurant as to whether the 2015 Plan actually showed the 87 required spaces. To address this concern, the LLC hereby submits by separate delivery today a plan entitled "Substitute Site Plan" dated July 18, 2018 prepared by Bertin Engineering, Inc. (the "Substitute Plan") as a substitute for the 2015 Plan. This submission is made seeking Board approval under Section 1.3.3.10 of the Grafton Zoning Bylaw as a minor change to the earlier approval.

The Substitute Plan shows the necessary 87 spaces available for use for the Premises consistent with the Board's 2015 Approval, making use only of existing curb cuts and paved areas. It corrects the number of spaces available on the Premises itself to 66 spaces (a decrease of 6 spaces from the 2015 Plan), those spaces being located in the same areas as parking shown on the 2015 Plan. The number of spaces available by easement at 202 Worcester Street has been lowered from 15 spaces to 8 to be consistent with the easement provisions requiring easement parking to be located only north of the drainage easement.

Robert Hassinger, Chair
Planning Board
Town of Grafton
July 19, 2018
Page 2

Finally, as explained below, the Substitute Plan indicates that there are 14 spaces available by license at 204 Worcester Street by its owner, the Robertson Realty Trust, for use in connection with the operation of the Premises. A copy of the proposed license is enclosed. I am awaiting receipt of the signed license.

You will note that the Substitute Plan indicates that 58 total spaces are located at the 204 Worcester Street property. That figure is based upon the approved site plan figure shown in Town records on a site plan dated March 21, 2003, a copy of which is included with the filing by separate delivery. As the Substitute Plan notes, it is my understanding that the Town has determined that, based upon current uses of 204 Worcester Street, 44 spaces are required for those uses. This leaves 14 spaces available for license to the LLC for use in operation of the Premises. As a note, the property abutting 204 Worcester Street to the west (206 Worcester Street) is also owned by the LLC.

I respectfully request on behalf of the LLC that the Board grant approval for this plan substitution under Section 1.3.3.10. If you have any questions, please feel free to contact me.

Very truly yours



Michael W. Sowyrda



cc: Sargon Hanna, Manager

LICENSE AGREEMENT

License Agreement made this _____ day of _____, 2018 by and between Nabil E. Roufail, Trustee of ROBERTSON REALTY TRUST having a usual place of business at 7 Deer Run, Charlton, MA 01507 ("Licensor") and Sargon Hanna, Trustee of SARGON REALTY TRUST, having a usual place of business at 58 Brigham Hill Road, Grafton, MA 01519 ("Licensee").

FACTUAL BACKGROUND

Licensor owns property located at 204 Worcester Street, Grafton, MA (the "204 Parcel"). Licensee owns property located at 198 Worcester Street, Grafton, MA (the "198 Parcel"). Licensee seeks a license from Licensor to park on the 204 Parcel cars associated with the use of the 198 Parcel, including without limitation uses by tenants and occupants of such 198 Parcel, including without limitation their invitees. Licensor is willing to grant such license on certain terms and conditions, which the parties desire to confirm.

NOW, THEREFORE, the parties agree as follows:

1. **Grant of Non-Exclusive License.**

In connection with Licensee's use of the 198 Parcel, including without limitation uses of the 198 Lot by Licensee, its tenants and assigns, Licensor hereby grants to Licensee, its tenants and assigns a non-exclusive license to park up to fourteen (14) vehicles on the 204 Lot (the "Licensed Spaces"). The parties shall mutually agree on the location of such spaces.

2. **Primary Use of Spaces.**

Licensee agrees to use the Licensed Spaces primarily for employee parking.

3. **Licensor as Additional Insured.**

Until this License is terminated or revoked, Licensee shall list Licensor as an additional insured on its comprehensive general liability policy and provide proof of such listing to Licensor from time to time as reasonably requested by Licensor, but in no case more often than twice a year.

4. **Indemnity.**

Licensee hereby indemnifies and/or holds harmless Licensor, its heirs, successors and assigns from and against any and all claims (the "Claims"), including but not limited accidents, personal injury, death and/or property damage, tort liability, penalties, losses, costs and expenses, arising directly or indirectly from the exercise of the parking rights on the 204 Parcel by Licensee, its tenants, occupants and assigns, or others claiming through Licensee.

5. Miscellaneous.

a. In consideration of the grant of this license, Licensee agrees to pay Licensor the sum of up to Five Hundred and no/100 Dollars (\$500.00) to reimburse Licensor for legal fees incurred in the review and negotiation of this license.

b. This agreement shall be construed according to the laws of the Commonwealth of Massachusetts. The parties agree that this agreement may only be amended by a writing signed by both parties hereto, may only be revoked or terminated by either party on thirty days prior written notice and shall not be construed as creating a tenancy. The parties further agree that this document shall not be recorded.

Executed as a sealed instrument this _____ day of _____, 2018.

ROBERTSON REALTY TRUST

by: _____
Nabil. E. Roufail, Trustee as aforesaid

SARGON REALTY TRUST

by: _____
Sargon Hanna, Trustee as aforesaid

COMMONWEALTH OF MASSACHUSETTS

On this _____ day of _____, 2018, before me, the undersigned notary public, personally appeared Nabil E. Roufail, proved to me through satisfactory evidence of identification, which were _____, 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, as trustee of Robertson Realty Trust.

Comm expires: _____

COMMONWEALTH OF MASSACHUSETTS

On this _____ day of _____, 2018, before me, the undersigned notary public, personally appeared Nabil E. Roufail, proved to me through satisfactory evidence of identification, which were _____, 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,

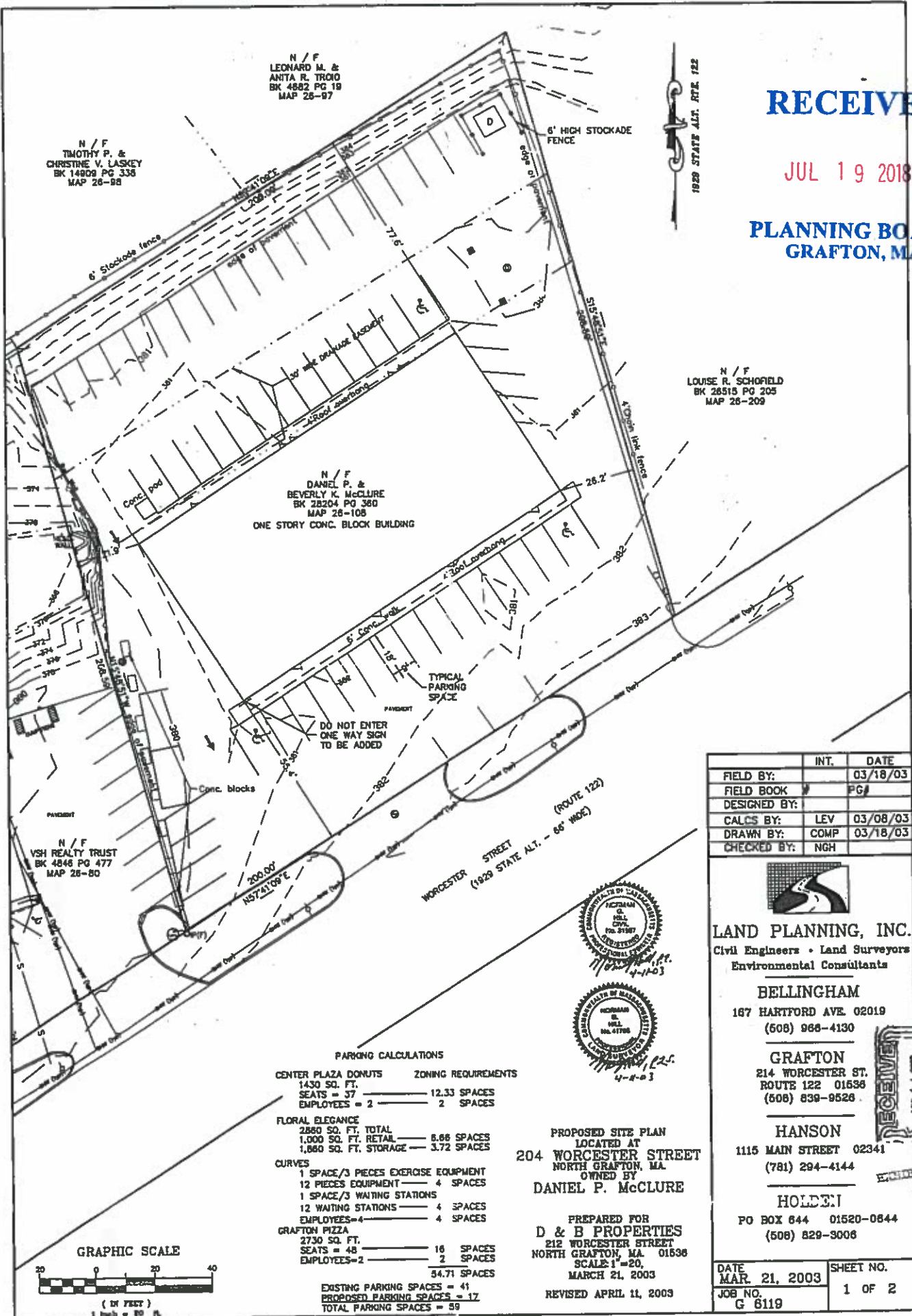
as trustee of Robertson Realty Trust.

Comm expires: _____

RECEIVED

JUL 19 2003

**PLANNING BOARD
GRAFTON, MA**



N / F
LEONARD M. &
ANTA R. TROIO
BK 4882 PG 19
MAP 28-87

N / F
TIMOTHY P. &
CHRISTINE V. LASKEY
BK 14809 PG 338
MAP 26-88

N / F
LOUISE R. SCHOFIELD
BK 28515 PG 205
MAP 26-209

N / F
DANIEL P. &
BEVERLY K. MCCLURE
BK 28204 PG 380
MAP 26-108
ONE STORY CONC. BLOCK BUILDING

N / F
VSH REALTY TRUST
BK 4846 PG 477
MAP 26-80

	INT.	DATE
FIELD BY:		03/18/03
FIELD BOOK:		PG#
DESIGNED BY:		
CALCS BY:	LEV	03/08/03
DRAWN BY:	COMP	03/18/03
CHECKED BY:	NGH	



LAND PLANNING, INC.
Civil Engineers • Land Surveyors
Environmental Consultants

BELLINGHAM

187 HARTFORD AVE. 02019
(608) 968-4130

GRAFTON

214 WORCESTER ST.
ROUTE 122 01638
(508) 839-9526

HANSON

1115 MAIN STREET 02341
(781) 294-4144

HOLDEN

PO BOX 644 01520-0844
(508) 829-3006

PARKING CALCULATIONS

CENTER PLAZA DONUTS	ZONING REQUIREMENTS
1430 SQ. FT.	
SEATS = 37	12.33 SPACES
EMPLOYEES = 2	2 SPACES
FLORAL ELEGANCE	
2880 SQ. FT. TOTAL	
1,000 SQ. FT. RETAIL	8.66 SPACES
1,880 SQ. FT. STORAGE	3.72 SPACES
CURVES	
1 SPACE/3 PIECES EXERCISE EQUIPMENT	
12 PIECES EQUIPMENT	4 SPACES
1 SPACE/3 WAITING STATIONS	
12 WAITING STATIONS	4 SPACES
EMPLOYEES=4	4 SPACES
GRAFTON PIZZA	
2730 SQ. FT.	
SEATS = 48	16 SPACES
EMPLOYEES=2	2 SPACES
	54.71 SPACES
EXISTING PARKING SPACES = 41	
PROPOSED PARKING SPACES = 17	
TOTAL PARKING SPACES = 59	

PROPOSED SITE PLAN
LOCATED AT
204 WORCESTER STREET
NORTH GRAFTON, MA
OWNED BY
DANIEL P. MCCLURE

PREPARED FOR
D & B PROPERTIES
212 WORCESTER STREET
NORTH GRAFTON, MA 01638
SCALE 1"=20'
MARCH 21, 2003

REVISED APRIL 11, 2003

GRAPHIC SCALE



(IN FEET)
1 inch = 20 ft.



EXHIBIT 21

DATE MAR. 21, 2003	SHEET NO. 1 OF 2
JOB NO. G 6119	