

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

LAND COURT DEPARTMENT  
Civil Action No. 09-MISC-412840

CRAIG R. NATION and LYNDSE	)
APRIL NATION	)
	)
Plaintiffs,	)
v.	)
	)
TOWN OF HOPKINTON	)
	)
Defendant	)
	)

JUDGMENT

On motion of the parties, it is **ORDERED, ADJUDGED** and **DECLARED** as follows:

1. By deed recorded November 6, 2006, the Plaintiffs’ and Defendant’s mutual predecessor in title conveyed to the Defendant a parcel of land in Hopkinton, Middlesex County, Massachusetts at the southerly side of Wood Street near Fruit Street, shown as Parcel A Area = 13.06 acres on a plan of land entitled “Plan of Land Hopkinton, MA Prep. for: Robert Shepard Scale 1” = 100’ May 29, 1979 Prep. by: J.D. Marquedant & Associates Land Surveying & Engineering, 66 Hayden Rowe, Hopkinton, MA” (hereinafter referred to as the “Shepard Plan”) recorded at the Middlesex South District Registry of Deeds in Book 13711, Page 9, said Parcel A being more particularly bounded and described according to said plan as follows:

Beginning at the Northwesterly corner of the premises on Wood Street.

Thence	S. 62-27-30E,	100.00’
Thence	S. 27-32-30W,	330.00’
Thence	S. 62-27-30E,	264.00’
Thence	S. 27-32-30W,	100.00’

Thence	N. 62-27-30W,	121.65'
Thence	N. 62-27-30W,	100.53'
Thence	S. 21-38-00W,	510.35'
Thence	S. 68-22-00E,	100.00'
Thence	S. 21-38-00W,	870.52'
Thence	N. 87-34-40W,	394.00'
Thence	N. 21-41-04E,	474.35'
Thence	N. 22-59-04E,	105.80'
Thence	N. 21-44-58E,	112.46'
Thence	N. 20-57-30E,	92.08'
Thence	N. 17-57-47E,	80.16'
Thence	N. 26-58-06E,	123.25'
Thence	N. 21-08-11E,	215.13'
Thence	N. 21-12-49E,	252.06'
Thence	N. 20-37-39E,	158.38'
Thence	N. 21-36-40E,	26.10'
Thence	N. 62-27-30W,	140.15'
Thence	N. 27-32-30E,	330.00'

To the place of beginning.

Hereinafter, this parcel shall be referred to as the "Whitehall Property."

2. Accordingly, Plaintiffs, on behalf of themselves, their successors and assigns, shall relinquish any and all claims of ownership of the Whitehall Property made in this case, together with any and all future claims of title, rights or possession in relation to the Whitehall Property for so long as the Town is the record owner of that property.
3. Plaintiffs shall, within 30 days of the entry of judgment in this case, remove the woodpile currently on the Whitehall Property and thereafter keep the area free of refuse, trash, vehicles, vehicle bodies or parts, debris, junk, waste or other stored or dumped substances or materials, in accordance with the prohibition in Section II(A)(3) of the Conservation Restriction on the Whitehall Property, recorded at the Middlesex South Registry of Deeds in Book 53008, Page 530 (the "Whitehall Conservation Restriction").

4. Plaintiffs shall, within 30 days of the entry of judgment in this case, remove the old driveway that crosses onto the Whitehall Property from Plaintiffs' adjacent property, shown as "Lot B-1" on the Shepard Plan, as required by the Certificate of Appropriateness issued by the Hopkinton Woodville Historic District Commission ("WHDC") on December 5, 2007 including, specifically, all hot mix asphalt paving. Plaintiffs need not remove any residual gravel that remains after all paving material has been removed. Once the driveway is removed to the satisfaction of the WHDC, the Defendant shall arrange for the WHDC to issue a certificate of compliance to the Plaintiffs or their successors and assigns.
5. Plaintiffs shall, within 30 days of the entry of judgment in this case, remove the portion of the drainpipe that currently extends onto the Whitehall Property from Lot B-1, and shall cap the open end of that drainpipe on Lot B-1. Once the drainpipe is removed from the Whitehall Property and capped to the satisfaction of the Open Space Preservation Commission, the Defendant shall arrange for the Commission to issue a certificate of compliance to the Plaintiffs or their successors and assigns.
6. Plaintiffs shall not move, alter or disturb any boulders placed on the Whitehall Property by the Hopkinton Open Space Preservation Commission, established by Chapter 19 of the Acts of 1999, or said Commission's affiliates, agents or assigns.
7. For so long as the Plaintiffs, its successors and assigns, remain in compliance with the requirements of paragraphs 3 through 6 hereof, inclusive, and subject to the suspension and termination rights set forth in paragraph 11 hereof, the Defendant shall, pursuant to Section II(B)(13) of the Whitehall Conservation Restriction, permit the Plaintiffs or its successors and assigns to manage a 1,010 square-foot area, shown as the "Management Area" on a plan entitled "Easement Plan &

Management Area in Hopkinton, MA,” dated February 1, 2010, a copy of which is attached hereto as “Exhibit A.”

8. Plaintiffs shall, within 30 days of the entry of judgment in this case, arrange to convey to the Defendant the lot shown as “Lot B-2” on the plan entitled “Easement Plan & Management Area in Hopkinton, MA,” dated February 1, 2010 attached hereto as “Exhibit A,” together with the easement across Lot B-1, also as shown on said Exhibit A.
9. For so long as the Plaintiffs, its successors and assigns, remain in compliance with the requirements of paragraphs 3 through 6 hereof, inclusive, and subject to the suspension and termination rights set forth in paragraph 11 hereof, the Defendant shall, subject to the prior approval of Hopkinton Open Space Preservation Commission and in accordance with any conditions of Site Plan Approval issued by the Hopkinton Planning Board, permit Plaintiffs to perform selective pruning and cutting of vegetation, including maintenance of a lawn, within the Management Area to preserve the present condition of the Management Area as authorized by Section II(B)(4) of the Whitehall Conservation Restriction.
10. For so long as the Plaintiffs, its successors and assigns, remain in compliance with the requirements of paragraphs 3 through 6 hereof, inclusive, and subject to the suspension and termination rights set forth in paragraph 11 hereof, the Defendant shall, subject to the prior approval of Hopkinton Open Space Preservation Commission and in accordance with any conditions of Site Plan Approval issued by the Hopkinton Planning Board, permit the Plaintiffs to plant native-species vegetation within the Management Area to provide screening from the Whitehall Property parking area and access road so long as such plantings do not violate the prohibitions of Section II(A)(6) of the Whitehall Conservation Restriction. Within 30

days of entry of judgment in this case, the Commission shall act on Plaintiffs' initial request for approval of a plantings plan.

11. Any or all permissions granted pursuant to paragraphs 7 through 10 hereof, inclusive, shall be subject to suspension or termination by the Defendant if it determines that the Plaintiffs' activities within the Management Area are not in compliance with such permissions granted in the Management Area. Prior to imposing such suspension or termination, the Defendant shall give the Plaintiffs written notice of any noncompliance with such permissions and a reasonable opportunity, not to exceed 30 days, to cure such noncompliance.
12. Plaintiffs shall defend and indemnify and hold the Defendant harmless from and against any claims of any nature whatsoever arising out of a claim made against the Defendant and the cost and expense, including, but not limited to, attorney fees and legal costs arising out of any claim made against the Defendant in connection with Plaintiffs' activities within the Management Area or its exercise of any permissions granted pursuant to paragraphs 7 through 10 hereof.

By the Court (Trombly, J.)

Attest

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Deborah J. Patterson  
Recorder

Dated: \_\_\_\_\_