

ANDERSON KREIGER

DEBORAH HALL ANDREWS
dandrews@andersonkreiger.com
T: 617-621-6513
F: 617-621-6613

July 28, 2015

Steven Ledoux
Town Manager
472 Main Street
Acton, Massachusetts 01720

Re: *Purchase of 18 Wright Terrace, Acton, Massachusetts*

Dear Steve:

In connection with the Town of Acton's purchase of the captioned property from Wright Hill Association, LLC, enclosed please find a closing binder that contains copies of key documents that were executed and/or delivered in connection with the transaction.

At the time of the closing on November 21, 2014, the Town and the seller agreed to escrow \$5,000 of the sale proceeds pending receipt of a recorded Subordination Agreement and/or Discharge of Mortgage relating to an existing mortgage on the adjacent property (over which the Town would be receiving an Access Easement). On July 21, 2015 I received notice that the Discharge of Mortgage was recorded and I have released the \$5,000 escrow to the seller. A copy of that letter is located at Tab 8 for your reference.

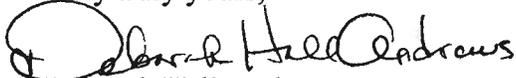
The Access Agreement by and between Leo Fochtman, Jr. and Catherine L. Fochtman and the Town was filed on March 6, 2015 as Document No. 1693422 and a copy is located at Tab 7.

The original Title Insurance Policy, written with Connecticut Attorney's Title Insurance Company, is located at Tab 9.

Finally, the Registry of Deeds did not charge for recording the Town Meeting Vote. Therefore, I have enclosed a check in the amount of \$75.00 as reimbursement to the Town (as this amount was charged to the Town at the time of closing).

As always, please feel free to call should you have any questions.

Very truly yours,


Deborah Hall Andrews
Senior Paralegal

EASE

2015 01683422
Bk: 01458 Pg: 14 Cert#: 257358
Doc: EASE 03/08/2015 10:42 AM

ACCESS EASEMENT

This Access Easement ("Easement") is made and entered into as of November 6, 2014 by and between Leo Fochtman, Jr. and Catherine L. Fochtman, of 18 Wright Terrace, Acton, Massachusetts ("Grantor"), and the Town of Acton, acting by and through its Board of Selectmen, having an address of 472 Main St., Acton, MA ("Grantee").

WHEREAS, Grantor is the owner of a certain land ("Lot 14") commonly known as 18 Wright Terrace, Acton, Massachusetts shown as "Lot 14" on that certain plan (the "Plan") entitled "Plan of Land in Acton, Massachusetts No. 18 Wright Terrace Being a Division of a Portion of Lot A Shown on Land Court Plan 10306A (Creating 2 Lots)" prepared by Stanski and McNary, Inc., dated March 27, 2014 and filed with the Middlesex South Registry District of the Land Court as Plan 2006 of 2014 (the "Registry");

WHEREAS, Grantor's predecessor in interest and Grantee entered into discussions for the Grantee to acquire that certain land shown as "Lot 13" on the Plan (the "Future Town Land");

WHEREAS, Grantor's deed to Lot 14 provides for an access easement given to the Grantee and Grantor now wishes to expressly grant to Grantee a non-exclusive, perpetual easement appurtenant to the Future Town Land to pass and repass over, across and along a portion of Lot 14 shown as "Proposed Access Easement" on the Plan (the "Easement Area") for the purpose of ingress and egress to the Future Town Land, including access for mowing the Future Town Land and for passive recreation.

NOW, THEREFORE, as a gift for conservation purposes, Grantor grants to Grantee the following:

1. Grantor hereby grants to Grantee a perpetual, non-exclusive right and easement appurtenant to Future Land to pass and repass over, across and along the Easement Area for ingress and egress to the Future Town Land, including access for mowing the Future Town Land and for passive recreation.
2. Grantee shall be entitled to permit its invitees and guests as well as members of the general public on, over and across the Easement Area for access and egress to Future Town Land and for passive recreation.

Property Address: 18 Wright Terrace, Acton, Massachusetts

(A0269593.3)

257358 1458-14

27

3. Grantor shall not (i) place nor permit to remain any improvements within the Easement Area, including without limitation sheds and fencing, (ii) pave the land within the Easement Area, or (iii) interfere with Grantee's use of the Easement Area. If Grantor is in violation of this provision, Grantee shall have the right, but not the obligation, upon thirty (30) days' notice to Grantor of a violation, to remedy the violation and receive reimbursement from Grantor.
4. Grantee shall have the right, but not the obligation, to post and maintain notices to users regarding rules for trail use through the Easement Area, including notice that the trail extends through private property and that users should pass through quietly.
5. It is the intention of the parties that, to the fullest extent permitted by law, this Easement constitutes an "interest in land" under Massachusetts General Laws c. 21, § 17c, and that the parties hereto shall be afforded all of the rights, protections, privileges and benefits granted thereunder.
6. Grantor shall not be entitled to relocate the Easement Area without the express prior consent of Grantee, which consent may be withheld in Grantee's sole and absolute discretion.
7. Grantor hereby agrees not to grant any other easements, leases, deeds, licenses or any other rights to the Easement Area that will interfere with the rights of Grantee without the prior written consent of Grantee. Any easement, lease, deed, license, or any other rights granted in violation of this provision shall be null and void.
8. All rights and privileges granted herein, including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their respective successors, assigns, and legal representatives. For the avoidance of doubt, this Easement is appurtenant to and shall run to the benefit of the Future Town Land.
9. Grantor shall not be liable for violations occurring after its ownership. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this Easement shall survive the transfer.
10. The parties agree that the parties may apply to any court, state or federal, for specific performance of this Easement or an injunction against any violation of this Easement, or for such other relief as may be appropriate, since the amount of damage arising from the default under any of the terms of this Easement would be difficult to ascertain and may not be compensable by money alone.
11. If any term or provision of this Easement, or the application thereof to any person or circumstance shall, to any extent, be invalid, inoperative or unenforceable, the remainder of this Easement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid, inoperative or unenforceable, shall not be affected thereby; it shall not be deemed that any such invalid, inoperative or unenforceable provision impacts the consideration for this Easement, and each term and provision of this Easement shall be valid and enforceable to the fullest extent permitted by law.

12. Grantor warrants and represents that it has the sole and exclusive right to grant the Easement, and that there are no mortgages or encumbrances of record or otherwise on the Easement Area that will negate or negatively impact this Easement.

For Grantor's title see that certain deed dated August 7, 2014, filed in the Registry as Document No. 1677986.

[Signatures to appear on next page.]

WITNESS our hands and seals as of this 6th day of November, 2014

GRANTOR:

Leo Fochtman, Jr.
Leo Fochtman, Jr.

Catherine L. Fochtman
Catherine L. Fochtman

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this 10th day of November 2014, before me, the undersigned notary public, personally appeared Leo Fochtman, Jr. and proved to me through satisfactory evidence of identification, which was MA Drivers License, to be the person whose name is signed on the preceding/attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Joanne Martin

Notary Public
My Commission Expires:



COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this 6th day of November 2014, before me, the undersigned notary public, personally appeared Catherine L. Fochtman and proved to me through satisfactory evidence of identification, which was personally known, to be the person whose name is signed on the preceding/attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Joanne Martin

Notary Public
My Commission Expires:



ACCEPTANCE OF EASEMENT

We, the undersigned, being a majority of the Town of Acton Board of Selectmen, hereby certify that at a meeting duly held on 17 day of November, 2014, the Board voted to accept the foregoing Access Easement.

TOWN OF ACTON
By its Board of Selectmen

Mike Gowling
Mike Gowling, Chair

Katie Green
Katie Green, Vice-Chair

Janet Adachi
Janet Adachi

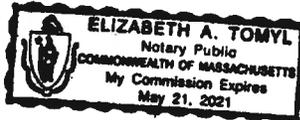
Peter Berry
Peter Berry, Clerk

Franny Osman
Franny Osman

COMMONWEALTH OF MASSACHUSETTS
Middlesex, ss:

On this 17 day of November, 2014, before me, the undersigned notary public, personally appeared all members of the Town of Acton Board of Selectmen, proved to me through satisfactory evidence of identification which was personal knowledge to be the persons whose names are signed on the proceeding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Elizabeth A. Tomyl
Notary Public
My Commission Expires:





TOWN CLERK

A TRUE COPY, ATTEST:

Eva K. Spaulding

TOWN CLERK, ACTON, MA

TOWN OF ACTON

472 MAIN STREET

ACTON, MASSACHUSETTS, 01720

TELEPHONE (978) 929-6620

FAX (978) 929-6340

clerk@acton-ma.gov

**EXCERPT OF THE SPECIAL TOWN MEETING HELD
WEDNESDAY, NOVEMBER 12, 2014, 7:00 P.M.
ACTON-BOXBOROUGH REGIONAL HIGH SCHOOL AUDITORIUM
NUMBER OF REGISTERED VOTERS ATTENDING SPECIAL TOWN MEETING
NOVEMBER 12, 2014 - 499**

Article 18 * Accept Trail Easements – Wright Hill
(Two-thirds vote)

To see if the Town will vote to authorize the Board of Selectmen to acquire, on such terms and conditions as the Selectmen may determine, by purchase, gift, eminent domain or otherwise and to accept a deed or deeds of easement Interests for purposes of establishing and maintaining a trail or trails for public non-motorized use on, the entirety of that certain land shown as "Proposed Access Easement" on the land identified as "Lot 14" on a plan entitled "Plan of Land in Acton, Massachusetts, No. 18 Wright Terrace" dated March 27, 2014, prepared by Stamski and McNary, Inc., and filed with the Middlesex South Registry District of the Land Court as Plan No. 2006 of 2014 in Plan Book 1458, Page 14 and noted on Certificate of Title No. 257358, or take any other action relative thereto.

MOTION: Mr. Gowling moves that the Town authorize the Board of Selectmen to acquire and accept the trail easements as set forth in the Article and on such terms and conditions as the Selectmen may determine.

CONSENT MOTION CARRIES UNANIMOUSLY

MS

With
1677984
P.R.

①

Doc 01693422

Southern Middlesex Land Court
Registry District

RECEIVED FOR REGISTRATION

On: Mar 06, 2015 at 10:42A

Document Fee 75.00

Receipt Total: \$75.00

NOTED ON: CERT 257358 BK 01458 PG 14

ALSO NOTED ON:

Web Andrews 617 621-6513
NAME TEL.
STREET ADDRESS
CITY OR TOWN ZIP