

# FLYNN LAW GROUP

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**RECEIVED**

**AUG 29 2016**

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GRAFTON, MA**

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**FILE**

August 23, 2016

VIA CERTIFIED AND FIRST CLASS MAIL

Joseph Laydon, Town Planner  
Grafton Municipal Center  
30 Providence Road  
Grafton, MA 01519

**NOTICE REGARDING SETTLEMENT**  
**AGREEMENT WITH HILLTOP STORAGE OF GRAFTON, LLC**

Re: Request for modifications of Special Permit (SP2015-3) – Hilltop Self Storage of Grafton LLC

Dear Mr. Laydon:

This office represents Hilltop Farms Homeowner's Association ("Hilltop"). Hilltop and Hilltop Storage of Grafton, LLC ("Hilltop Storage") entered into a Settlement and Release Agreement (the "Agreement") on October 28, 2015. (see attached Exhibit "A"). This Agreement was the result of negotiations between the parties to avoid a dispute regarding the construction of a storage facility near the Hilltop Farms Condominium. Pursuant to paragraph one of the Agreement, Hilltop Storage was required to enhance the landscaping at the Property. (see attached plan referenced as Exhibit "B"). This plan specifically requires the planting of a tree line along the border of the storage facility as well as four trees by an office building in the upper right hand corner of the plan. This letter will serve as notice that we fully expect Hilltop to comply with the Agreement and plant all trees as depicted on the plan, including, but not limited to all trees along the stormwater basin, as well as all four trees along this office building. Hilltop will not hesitate to exhaust all of its legal remedies if necessary. Thank you for your attention to this mater.

Very truly yours,

  
Frank A. Flynn, Esq.

Enclosures

FAF/jtp

cc: Hilltop Farms Homeowner's Association  
Northborough Property Management  
Christopher Senie  
Rocco Addeo, Jr. d/b/a Hilltop Self Storage of Grafton, LLC  
100 Milford Rd.  
South Grafton, MA 01560



## SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") is made as of this 28th day of October, 2015 by and between Hilltop Farms Homeowners' Association, (hereinafter, ("Hilltop")) and Rocco Addeo, Jr. d/b/a Hilltop Self Storage of Grafton, LLC ("Addeo").

WHEREAS, Hilltop has legal claims against Addeo regarding Addeo's proposed development of a self-storage facility (the "Project") 100 Milford Road, South Grafton, MA (the "Property") filed with the Worcester Housing Court as Docket No.: 15CV529 (the "civil action");

WHEREAS, to avoid further expense, distraction, and conflict, the parties to this Agreement now desire to resolve amicably claims and potential claims of the parties;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises set forth, the parties agree as follows:

1. Addeo agrees to enhance the landscaping at the Property as shown on the landscaping plan attached hereto as Exhibit "A", and properly maintain the same thereafter. Addeo also agrees to install a "drip" irrigation system to service the white pines on the North and West side of the project. Addeo further agrees that the landscaping will be maintained properly and that dead shrubs and trees will be replaced in a timely manner. Modification to the plan

may be subject to the Town of Grafton's Conservation Commission, and or, the Town of Grafton's Planning Board approving the landscape changes before the time of planting, without attending official meetings that may prolong the process. Representatives of Hilltop Farms HOA will be invited and Addeo will support their input as long as the input is consistent with this Agreement.

2. Hilltop agrees to dismiss the civil action upon the execution of this Agreement by Addeo, and to discontinue its appeal or any other adverse action with regard to the issuance of an Order of Conditions by the Grafton Conservation Commission, and the superseding Order of Conditions issued by the Department of Environmental Protection ("DEP"), and refrain from any further appeals of the permits and approvals granted by the Town of Grafton for the Project, so long as all such further permits and approvals are consistent with the approved Special Permit and the substance of this Agreement.

3. Addeo hereby waives and releases unto Hilltop, and its related entities, agents, Trustees, unit owners, employees and attorneys, from any and all known defenses, demands, claims and counterclaims which Addeo has, may have had, or may acquire arising out of the Hilltop claims related to the Project, the special permit issued by the planning board, the Order of Conditions issued by the Town of Grafton Conservation Commission, the Superseding Order of Conditions granted by the DEP, Hilltop's civil action, or any other aspects of the

permitting of the Project since the beginning of the world.

4. Hilltop waives and releases unto Addeo from any and all known defenses, demands, claims and counterclaims which Hilltop has, may have had, or may acquire arising out of the proposed Project, the special permit issued by the planning board, the Order of Conditions and Superseding Order of Conditions, Hilltop's civil action and any other known aspect of the permitting of the Project since the beginning of the world.

5. Time is of the essence with regard to the terms of this Settlement Agreement.

6. The parties hereby acknowledge that they have read this Settlement Agreement and all attachments thereto, that they contain all terms of the agreement of the parties, and that they have executed such documents as their free act and deed.

7. This Settlement Agreement and all attachments thereto are intended by the parties as a final expression of their agreement, supersedes any prior oral or written expression of their intent regarding the terms of this Settlement Agreement, and sets forth their entire agreement. This Settlement Agreement and all attachments thereto may not be amended or modified except by a writing signed by all parties thereto.

8. If any term of provision of this Settlement Agreement or any attachment thereto is, to any extent, is held to be invalid or

unenforceable, the remainder of this Settlement Agreement or any attachment thereto shall not be affected thereby, and each term and provision of this Settlement Agreement and any attachment thereto shall be valid and enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Agreement to be executed as a Massachusetts Sealed Instrument this \_\_\_\_\_ day of October, 2015.

Hilltop Farms Homeowner's  
Association,

\_\_\_\_\_  
Trustee

Trustee

Rocco Addeo, Jr. d/b/a Hilltop  
Self-Storage of Grafton, LLC,

  
\_\_\_\_\_  
Name: **Rocco Addeo, As Manager of**  
Title: **Hilltop Self Storage of Grafton LLC.**  
Date:

EXHIBIT  
B

WHITE RAIL FENCE  
 OPEN GRASSY AREA  
 6-9 FOOT HIGH  
 STAGGERED TREE LINE

