

Statement - On the **QUITCLAIM DEED** from June 2008 , it states that the town shall use this 36' wide "access easement" "for access to and egress from Lot 1A(the field) "by the Town, it's officials, employees, contractors, agents and the invitees in vehicles, equipment and apparatus of all types and on foot." It was a means of access and egress not meant to be a superhighway.

The proposed soccer field and its 55 car parking lot, will mean hundreds of cars going in and out 7 days a week. The entrance and the easement will be subjected to a **greater burden** than was originally contemplated when the easement was put in place. The present plans are also **NOT WHAT WE WERE TOLD MULTIPLE TIMES BY DEVELOPERS AND TOWN WHEN WE PURCHASED OUR HOMES**. As a result this is an **overburden to the easement**, and **NOT THE ORIGINAL PURPOSE!** *we bought in good faith.*

Statement - Traffic impact assessment by Tetra Tech does not include a study of the impact

hundreds of cars will have on the entrance of Trout Brook Road (which in part is

private property) from Oxbow Road. This is the only means Residents have of entering and exiting their homes. This creates a daily hardship and ~~nuisance~~ ^{safety issue,} We feel because this is **affordable housing** that we are being **discriminated** against. **No other playing field in town** is accessed through a **private residence's driveway!**

1. Q. How do you plan to address the bottleneaking and traffic jams and daily nuisance this will

Create ? Staggering is not a solution. Imagine this were your home . *How will you address safety issues?*

o Non residents park in our parking lot on a regular basis.

2. Q. How do you plan to address overflow parking in our private parking lot when

the town lot is full and/or cars are idling on our property in our lot and along Trout Brook Road?

o Our Infiltration and Bio-retention basins which are a delicate part of our storm-water management system all created as part of the "Green" development the town wanted at 89 Oxbow to protect the environment. These are along the route in and out of the town parking lot as well as across from it.

3. Q. Who will be responsible for picking up the litter, cleaning up runoff and

and fixing any clogs, damage and flooding resulting from the added **over burdening** that they were not **designed** for?

o In 8 years we have lived here, we've never had to repair the entrance to Trout Brook.

4. Q. Who will be responsible for repairing the entrance(and easement) due to

increased traffic? Who will plow the lot? We are doing that now because the

DPW never shows up. *Also, who will trim bushes that cause blind spot at*

D5



QUITCLAIM DEED

The Town of Wayland, a Massachusetts municipal corporation, having a principal office at 41 Cochituate Road, Wayland, Massachusetts 01778, for consideration paid of ten and 00/100 dollars (\$10.00), grants to Oxbow Partners LLC, a Massachusetts limited liability company with a principal place of business located at 31 St. James Avenue, Suite 840, Boston, Massachusetts 02116, with **quitclaim covenants**,

the parcel of land in said Wayland on Oxbow Road shown as Lot 2A ("Lot 2A") on a plan entitled "Plan of Land in Wayland, Massachusetts Prepared for the Wayland Board of Selectmen, Former Nike Site, Oxbow Road", prepared by the Town of Wayland Survey Department, 41 Cochituate Road, Wayland, MA 01778, dated January 3, 2006, revised July 17, 2006, and recorded with the Middlesex South Registry of Deeds (the "Registry") as Plan No. 19 of 2007 Lot 2A is bounded and described according to said plan as follows:

Beginning at a point on the northerly side of Oxbow Road and at the southeasterly corner of Lot 1A;

Thence running N 02° 31' 58" W along the said easterly boundary of Lot 1A, a distance of 165.96 feet;

Thence turning and running N 10° 12' 01" W, a distance of 176.21 feet;

Thence turning and running N 50° 21' 23" E, a distance of 91.83 feet;

Thence turning and running N 13° 07' 10" E, a distance of 158.61 feet;

Thence turning and running S 48° 14' 04" E along the southerly boundary of Lot D, a distance of 375.63 feet;

89 Oxbow Road, Wayland, MA

Thence turning and running S 38° 27' 26" W, a distance of 424.59 feet;

Thence westerly along a curve to the right having a radius of 975.00 feet, a distance of 33.23 feet along said road, to a point;

Thence running N 69° 47' 45" W, a distance of 56.38 feet, along said road to the point of beginning.

Said Lot 2A contains 2.75 acres according to said plan.

The Town of Wayland hereby reserves to itself a permanent, non-exclusive easement in, on, over, across and through the area of land containing 6,030 square feet, more or less, and shown as "Proposed 36' Wide Access Easement" on the sketch attached hereto as Exhibit A for access to and egress from Lot 1A, which lot is shown on the above-referenced plan, by the Town, its officials, employees, contractors, agents and invitees in vehicles, equipment and apparatus of all types and on foot. Said easement is more particularly described as follows:

beginning at a point being S69°47'45"E and 47.05 feet distant from a railroad spike at the most southwesterly corner of the affected premises on the northerly sideline of Oxbow Road, thence running N09°47'45"W, a distance of 49.50 feet to a point of curvature;

thence by a curve to the left, having a radius of 107.00 feet and an arc length of 79.52 feet to a point;

thence N02°31'58"W, a distance of 46.06 feet to a point;

thence S54°01'34"E, a distance of 25.60 feet to a point of curvature;

thence by a curve to the right, having a radius of 143.00 feet and an arc length of 110.39 feet to a point of tangency;

thence S09°47'45"E, a distance of 69.69 feet to a point on a curve on the northerly side of Oxbow Road;

thence by said northerly sideline of Oxbow Road, by a curve to the right, having a radius of 975.00 feet and an arc length of 31.95 feet to a point of tangency;

thence N69°47'45"W, by said northerly sideline of Oxbow Road, a distance of 9.33 feet to the point of beginning.

Said easement shall be held in the care, custody, management and control of the Park and Recreation Commission of the Town of Wayland until such time that the Board of Public Works of the Town of Wayland is created whereupon said easement shall be so held by said board. Said easement shall not be relocated or modified without the express written consent of the Town of Wayland.

Lot 2A is conveyed subject to a perpetual restriction limiting the use of said Lot 2A and any buildings located thereon to occupancy by persons or families of low or moderate income as defined in M.G.L. c. 44B, §2. By accepting and recording this deed, the grantee herein acknowledges and covenants that this restriction shall be deemed to be an affordable housing restriction within the meaning of M.G.L. c. 184, §31. Said restriction shall run with the land and shall be enforceable by the Town of Wayland.

Lot 2A is conveyed subject to and with the benefit of a Title 5 nitrogen loading restriction and easement dated February 26, 2007 and recorded with the Registry in Book 49133, Page 249.

Lot 2A is also conveyed subject to all covenants, conditions, restrictions, reservations and obligations as set forth in the deed from the United States of America to the Town of Wayland dated March 23, 2005 and recorded with the Registry in Book 44886, Page 398 to the extent they are in effect and applicable to said Lot 2A.

For title, see deeds from the United States of America to the Town of Wayland dated March 23, 2005 and April 25, 2005 and recorded with the Registry in Book 44886, Page 398 and Book 45139, Page 113, respectively.

The grantee herein has fully complied with the provisions of M.G.L. c. 44, § 63A.

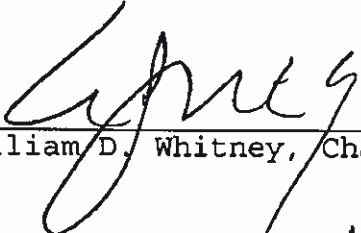
This deed is exempt from documentary stamp excise taxes pursuant to M.G.L. c. 64D, §1.

By executing this deed, the Board of Selectmen of the Town of Wayland determines that Lot 2A is no longer needed for municipal purposes, except for the access easement reserved herein.

This conveyance was authorized by vote of the 2007 Annual Town Meeting of the Town of Wayland held on April 29, 2007. An attested copy of said vote is recorded with said registry of deeds in Book 50505, Page 77.

In Witness Whereof the said the Town of Wayland has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by its duly authorized Board of Selectmen this 16th day of June, 2008.

TOWN OF WAYLAND, by:



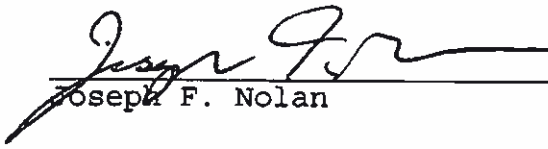
William D. Whitney, Chairman

(Absent)

Douglas J. Leard



Steven J. Correia



Joseph F. Nolan



Michael L. Tichnor

its Board of Selectmen

Approved as to form.




Mark J. Lanza, Town Counsel

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 16th day of June, 2008, before me, the undersigned notary public, personally appeared Joseph F. Nolan, ~~Steven J. Correia~~, ~~Michael L. Tichnor~~, Steven J. Correia, Michael L. Tichnor, William D. Whitney proved to me through satisfactory evidence of identification, which was personal knowledge, to be the persons whose names are signed on the preceding document, and acknowledged to me that they signed it voluntarily for its stated purpose, as Selectmen of the Town of Wayland,

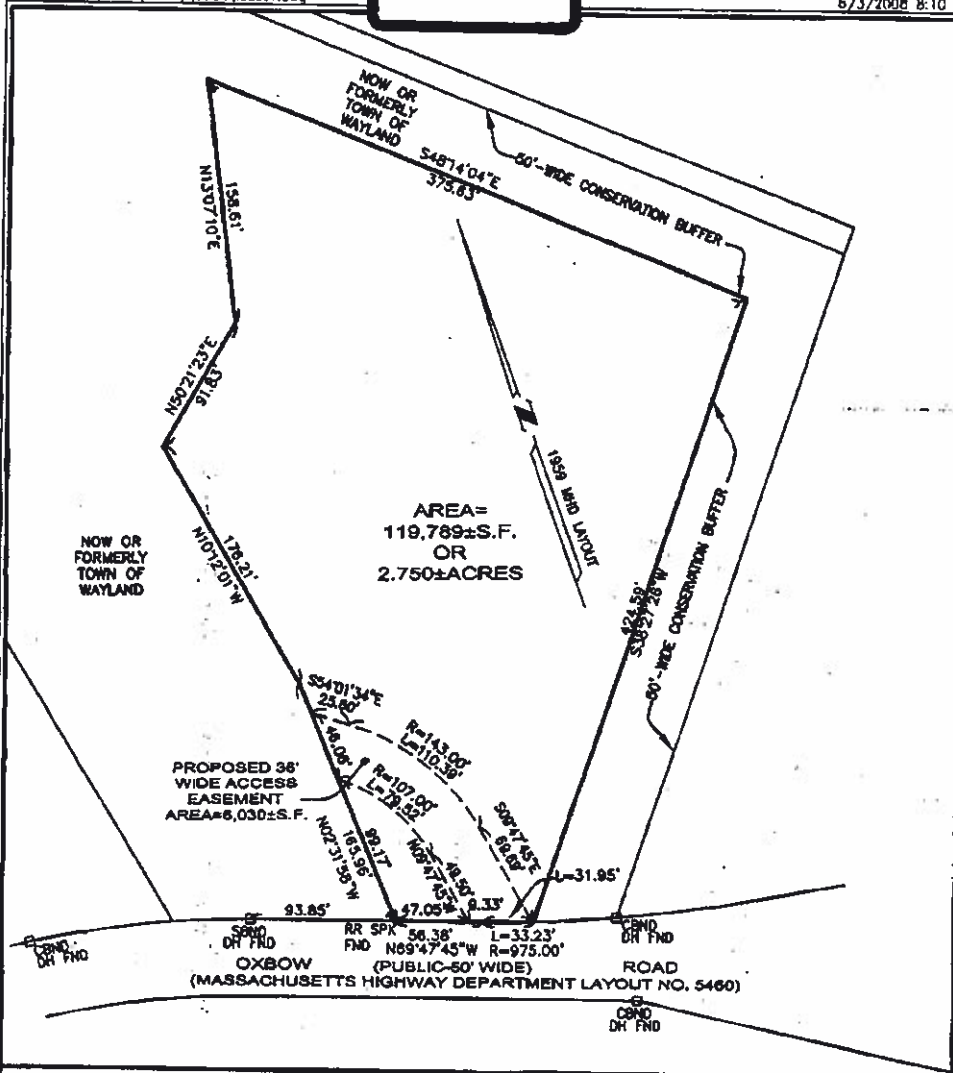


Mark J. Lanza, Notary Public
My Commission Expires: 2/14/2014

EXHIBIT
A

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6/3/2008 8:10 AM



<p>SHEET:</p> <p>OF REV.</p>	<p>PROJECT & EASE:</p> <p>FILE: 6368_EASEL.dwg</p> <p>SCALE: 1"=80'</p> <p>DATE: 6/3/08</p> <p>DRAWN BY: PGL</p> <p>PLotted BY: PGL</p> <p>CHECKED BY: PGL</p>	<p>DRAFT EASEMENT PLAN FOR THE BENEFIT OF THE TOWN OF WAYLAND 89 OXBOW ROAD WAYLAND, MASSACHUSETTS</p> <p>PREPARED FOR BUILDING INITIATIVES 31 ST. JAMES AVE., BOSTON, MASS.</p>	<p>www.nitech.com 100 Lincoln Street, Suite 200 Boston, MA 02111-4400 Tel: (617) 552-0000 Fax: (617) 552-0001</p> <p>Nitech Engineering</p> <ul style="list-style-type: none"> • Civil Engineering • Land Surveying • Transportation Engineering • Structural Engineering • Planning • GIS
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Eugene C. Brune
Attest Middlesex S. Register