

# 667

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, ss

*PL*

At a meeting of the County Commissioners for the County of Norfolk, held at Dedham, within and for said County on the thirteenth (13<sup>th</sup>) day of September, 2006, by adjournment of their June meeting next preceding, a notice of said meeting have been posted as required by law:

The petition of James C. Lehan and others of NORFOLK in said County represents as follows:

COMMONWEALTH OF MASSACHUSETTS

RECEIVED AND RECORDED  
NORFOLK COUNTY  
REGISTRY OF DEEDS  
DEDHAM, MA

NORFOLK, ss

CERTIFY  
*William P O'Donnell*  
WILLIAM P. O'DONNELL, REGISTER

To the Honorable the County Commissioners of the County of Norfolk:

RESPECTFULLY REPRESENT YOUR PETITIONERS, Inhabitants of the Town of NORFOLK in said County, that common convenience and necessity require that a portion of NORTH STREET, a public way in said town, be discontinued between the southerly end of the May 14, 2003 Norfolk County Discontinuance of North Street and its intersection with the September 22, 1931 Norfolk County layout of Union Street, all in said Town of Norfolk.

WHEREFORE YOUR PETITIONERS PRAY that said discontinuance may be made within the limits above specified.

RESPECTFULLY REPRESENT YOUR PETITIONERS, Inhabitants of the Town of NORFOLK in said County, that common convenience and necessity require that a portion of UNION STREET, a public way in said town, be discontinued between the northerly sideline of the September 22, 1931 Norfolk County layout of Union Street and the intersection of the January 26, 1926 Norfolk County layout of North Street, all in said Town of Norfolk.

SEE PLAN FILED IN  
PLAN BOOK 574 PAGE 28-29

WHEREFORE YOUR PETITIONERS PRAY that said **discontinuance** may be made within the limits above specified.

Dated: July 27, 2006

Ramesh Advani  
James C. Lehan  
Jonathan P. Smith  
Thomas C. Poppey  
Thomas M. Burke  
Steven G. McClain  
Arthur Spruch  
Andrea Langhauser  
Michael P. Findlen

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This petition was presented to the Commissioners and duly entered at a meeting of said Commissioners, held at Dedham, on the thirteenth (13<sup>th</sup>) day of September, 2006, by adjournment of their June meeting, next preceding, a notice of said meeting having been posted as required by law, and the eighteenth (18<sup>th</sup>) day of October, 2006 at two o'clock in the afternoon at their Administrative Offices, 614 High Street, Dedham, was appointed by the Commissioners as the time and place for commencing and determined a view not necessary; and they thereupon caused a copy of said petition, and of order of notice thereon, to be served upon the Clerk of the Town of Norfolk, being the town within which such discontinuance was prayed for, fifteen (15) days at least before the time appointed for said view; and also caused copies of an abstract of said petition and of said order of notice to be posted in two public places in said town; and to be published in the THE SUN CHRONICLE, a newspaper published in Attleborough, Mass., said postings and publication having been seven (7) days at least before the time appointed for said view, that all persons and corporations interested for or against said petition, might then and there appear and be heard as if they saw fit.

And, on the said eighteenth (18<sup>th</sup>) day of October, 2006, the Commissioners, Peter H. Collins, John M. Gillis and Francis W. O'Brien, met at the time and place specified in said Order, when and where the petitioners appeared and the Town of Norfolk was represented by its Selectmen; and the Commissioners determined a view not necessary, and heard all persons and corporations interested; and no party interested objected; and thereupon the Commissioners did adjudge in accordance with the authority vested in them by Massachusetts General Laws, c. 82, §§ 1 *et seq.*, that common convenience and necessity require that said way be discontinued as prayed for in said petition.

And thence the same was continued and adjourned from time to time to this meeting.

And now the Commissioners, Peter H. Collins, John M. Gillis and Francis W. O'Brien, by courses and distances, metes and bounds, do hereby **discontinue** a portion of said **NORTH STREET**, as prayed for in said petition and as provided herein.

And the lines of said discontinuance of **NORTH STREET** are as follows:

Beginning at a drill hole set in a concrete sidewalk at the southwesterly corner of the North Street discontinuance by the Norfolk County Commissioners dated May 14, 2003 and continues along the southerly side of North Street as laid out by the Norfolk County Commissioners dated January 26, 1926, southeasterly on a 430.32 ft. radius curve concave to the northeast a distance of 197.64 ft., with a chord of 195.90 ft. and a bearing of S 45°57'13" E to a point;

Thence on a course of S 59°06'40" E a distance of 34.47 ft. to a point marked with a drill hole in a stone bound found destroyed December 8, 2006;

Thence southeasterly and southwesterly on a 63.59 ft. radius curve concave to the southwest a distance of 77.91 ft., with a chord of 73.13 ft. and a bearing of S 24°00'40" E to a point;

Thence on a course of S 78°54'40" E and a distance of 15.68 ft. to a point;

Thence northeasterly and northwesterly on a 372.20 ft. radius curve concave to the west a distance of 96.81 ft., with a chord of 96.54 ft. and a bearing of N 02°48'25" E to a point;

Thence on a course of N 04°38'40" W a distance of 36.96 ft. to a point;

Thence southwesterly and northwesterly on a 45.00 ft. radius curve concave to the north a distance of 54.15 ft., with a chord of 50.94 ft. and a bearing of S 86°23'23" W to a point;

Thence northwesterly on a 380.32 ft. radius curve concave to the northeast a distance of 40.01 ft., with a chord of 39.99 ft. and a bearing of N 56°07'20" W to a point;

Thence northwesterly on a 380.32 ft. radius curve concave to the northeast a distance of 76.01 ft., with a chord of 75.88 ft. and a bearing of N 47°22'59" W to a point;

Thence on a course of N 75°31'10" W and a distance of 79.92 ft. to the point of beginning;

The above described property having an area consisting of 13,355 S.F. more or less is shown as Parcel "1" on a plan hereinafter referred to.

And it is determined and adjudged by the Commissioners that all lands within the lines above described are hereby **discontinued** as a highway as provided herein.

And now the Commissioners, Peter H. Collins, John M. Gillis and Francis W. O'Brien, by courses and distances, metes and bounds, do hereby **discontinue** a portion of said **UNION STREET**, as prayed for in said petition and as provided herein.

And the lines of said **discontinuance** of **UNION STREET** are as follows:

Beginning at the northerly end of a 432.36 ft. tangent on the westerly side of Union Street as laid out by the Norfolk County Commissioners on September 22, 1931, into a curve northerly across the mouth of North Street with a radius of 372.20 ft. concave to the west and a distance of 112.65 ft., with a chord of 112.22 ft. and a bearing of N 04°01'35" E to a point;

Thence on a course N 04°38'40" W a distance of 99.77 ft. to a point;

Thence southwesterly and northwesterly on a 49.43 ft. radius curve concave to the north a distance of 113.50 ft., with a chord of 90.16 ft. and a bearing of S 61°08'10" W to a point;

Thence on a course S 06°40'30" E a distance 65.28 ft. to a point;

Thence southeasterly on a 430.32 ft. radius curve concave to the northeast a distance of 34.51 ft., with and a chord of 34.50 ft. and a bearing of S 61°24'30" E to a point marked with a drill hole in a stone bound found destroyed December 8, 2006;

Thence southeasterly and southwesterly on 77.51 ft. radius curve concave to the southwest a distance of 103.36 ft., with a chord of 95.87 ft. and a bearing of S 25°30'15" E to the point of beginning.

The above described property having an area consisting of 7,503 S.F. more or less is shown as Parcel "A" on a plan hereinafter referred to.

However, said discontinuance is specifically contingent upon the execution of a release and indemnification agreement incorporated herein and attached hereto and recorded in the Norfolk County Registry of Deeds; Town of Norfolk Book 25175 Page 520, Norfolk Community Federal Credit Union Book 25175 Page 517, by the current owners of the lands abutting the lands being discontinued by this Order (specifically Parcels "1" and "A" shown on two plans hereinafter referred to) that releases and forever discharges the County Commissioners and the County of Norfolk from any and all debts, demands, claims, actions, causes of action, suits,


damages, costs, loss of services, expenses, including without limitation, attorneys' fees and any other compensation of any kinds whatsoever and holds the County Commissioners and the County of Norfolk harmless from any loss, damage or expense arising out of any claim or demand by any current owner or any current owner's successor in interest against the County Commissioners or the County of Norfolk on account of, or directly or indirectly as a result of, the discontinuance of a portion of NORTH STREET and UNION STREET, NORFOLK, as set forth in this Order.

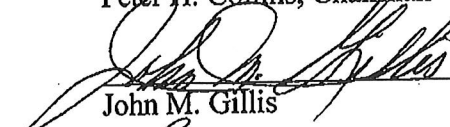
All of said lines and parcels are shown upon a plan entitled "Plan Showing the Discontinuance of a portion of NORTH STREET, NORFOLK, MA at its junction with UNION STREET as laid out by the NORFOLK COUNTY COMMISSIONERS on January 26, 1926 as made by the Norfolk County Commissioners by Return dated September 26, 2007, Scale: 1 inch = 30 feet, Joseph M. McNichols, County Surveyor and signed by Peter H. Collins, Chairman" which plan is filed herewith and made a part of this return; and

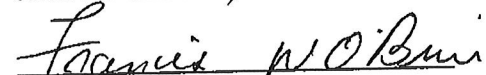
All of said lines and parcels are shown upon a plan entitled "Plan Showing the Discontinuance of a portion of UNION STREET, NORFOLK, MA at its junction with NORTH STREET as laid out by the NORFOLK COUNTY COMMISSIONERS on September 22, 1931 as made by the Norfolk County Commissioners by Return dated September 26, 2007, Scale: 1 inch = 30 feet, Joseph M. McNichols, County Surveyor and signed by Peter H. Collins, Chairman" which plan is filed herewith and made a part of this return; and

And permanent stone bounds will be erected at the termini and angles of said discontinuance as indicated on said plan.

COUNTY COMMISSIONERS

  
Peter H. Collins, Chairman

  
John M. Gillis

  
Francis W. O'Brien

COMMONWEALTH OF MASSACHUSETTS

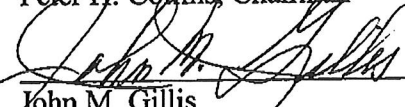
NORFOLK, ss

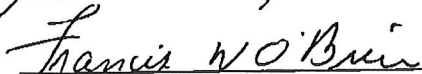
At a meeting of the County Commissioners, held at Dedham on Wednesday, the 26<sup>th</sup> day of September, 2007, by adjournment of their September meeting next preceding, a notice of said meeting having been posted as required by law:

ORDERED, that the foregoing Return and Order be filed, accepted and recorded, and that an attested copy thereof be transmitted to the Clerk of the Town of Norfolk, within which the limits of said public way described therein lies, so that the same may be recorded by said Clerk, within ten days, in the book of records kept in said town for that purpose.

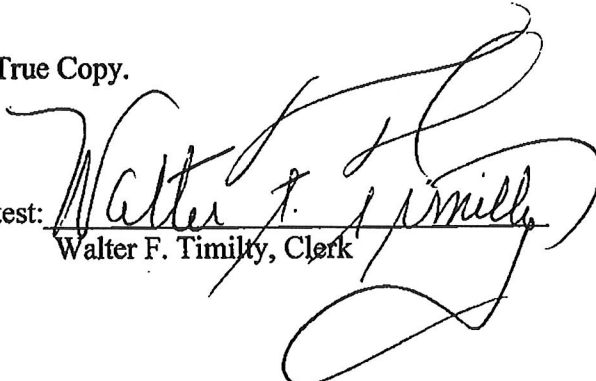
COUNTY COMMISSIONERS

  
Peter H. Collins, Chairman

  
John M. Gillis

  
Francis W. O'Brien

A True Copy.

Attest:   
Walter F. Timilty, Clerk



GENERAL RELEASE AND INDEMNIFICATION AGREEMENT

In consideration of One Dollar (\$1.00) and other good and valuable consideration including, without limitation, the discontinuance of a portion of Union Street and North Street, Norfolk, Norfolk County, Massachusetts, receipt of which is hereby acknowledged, NORFOLK COMMUNITY FEDERAL CREDIT UNION (hereinafter referred to as "NCFCU"), its directors, trustees, officers, agents, employees, predecessors, successors, subsidiaries and assigns (hereinafter collectively referred to as "RELEASOR"), hereby COMPLETELY, IRREVOCABLY, AND UNCONDITIONALLY RELEASE AND FOREVER DISCHARGE the COUNTY OF NORFOLK, its BOARD OF COMMISSIONERS, and its agents, employees, representatives, affiliates, subsidiaries, insurers and attorneys, (hereinafter collectively referred to as "RELEASEE") from any and all debts, demands, claims, actions, causes of action, suits, damages, costs, loss of services, expenses, including, without limitation, attorneys' fees, and any other compensation of any kind whatsoever, both in law or in equity, which the RELEASOR now has, may have, or ever had from the beginning of the world to the date of this GENERAL RELEASE AND INDEMNIFICATION AGREEMENT (hereinafter referred to as "RELEASE") or may have in the future resulting in any injury or damage, whether known or unknown, anticipated or unanticipated, on account of, or directly or indirectly as a result of, the discontinuance of a portion of Union Street and North Street, Norfolk, Norfolk County, Massachusetts as more particularly described in the Order of Discontinuance to which this RELEASE is attached to and incorporated within.

RELEASOR acknowledges that this RELEASE relates to all claims which exist at this time or may exist in the future and any relief NCFCU may be entitled to claim, no matter how characterized, including without limitation, any compensatory damages, consequential damages,

restitution damages, punitive damages, damages for pain and suffering, attorney's fees, costs of suit, etc., and that the consideration given, as set forth above, constitutes the full and complete liquidated damages agreed to by the parties in connection with the discontinuance of a portion of Union Street and North Street, Norfolk, Norfolk County, Massachusetts.

RELEASOR further agrees to indemnify RELEASEE and hold RELEASEE harmless from any loss, damage or expense arising from any claim or demand by any person or entity against RELEASEE on account of, or directly or indirectly as a result of, the discontinuance of a portion of Union Street and North Street, Norfolk, Norfolk County, Massachusetts.

RELEASOR further agrees that in the event any action, or actions, or other legal proceedings, shall be brought or instituted against RELEASEE that is within the scope of this RELEASE, RELEASOR will assume the defense thereof, and will indemnify and hold harmless RELEASEE against all costs, expenses, counsel fees and judgments resulting therefrom providing RELEASEE reasonably cooperates with RELEASOR in the defense of said legal proceedings or actions.

RELEASOR also declares that the terms of this RELEASE have been carefully read and reviewed by NCFCU, with the assistance of legal counsel of its choice, and are fully understood and are voluntarily accepted for the purpose of making a full and final compromise, adjustment and settlement of any and all claims, disputed or otherwise, for and on account of, any damages and/or injuries within the scope of this RELEASE.

RELEASOR represents and warrants that NCFCU has not assigned, sold, transferred, or conveyed to any person or entity any actions, causes of action, claims, or demands that it either now has or ever had.

RELEASOR further agrees that this RELEASE contains the entire agreement between NCFCU and RELEASEE with regard to the matters set forth herein and shall be binding upon NCFCU, its directors, trustees, officers, agents, employees, predecessors, successors, subsidiaries and assigns.

This RELEASE is entered into in the Commonwealth of Massachusetts and shall be construed and interpreted in accordance with its laws.

This RELEASE shall become effective immediately upon execution. This RELEASE may be executed in one or more duplicates, each of which shall be deemed to be an original.

*Susan J. Kenney*  
\_\_\_\_\_  
SUSAN J. KENNEY,  
Manager and/or Chief Executive Officer,  
NORFOLK COMMUNITY FEDERAL CREDIT UNION

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss

On this 24<sup>th</sup> day of October, 2006, before me, the undersigned Notary Public, personally appeared SUSAN J. KENNEY, Manager and Chief Executive Officer of NORFOLK COMMUNITY FEDERAL CREDIT UNION, as aforesaid, who proved to me through satisfactory evidence of identification, which were MA. Drivers license, to be the person whose name is signed on the preceding document and, who, being by me duly sworn, did say that she is the Manager and/or Chief Executive Officer of the NORFOLK COMMUNITY FEDERAL CREDIT UNION and that the said preceding document was signed on behalf of the NORFOLK COMMUNITY FEDERAL CREDIT UNION by authority of its board of directors and/or trustees and said SUSAN J. KENNEY acknowledged said instrument to be the free act and deed of said NORFOLK COMMUNITY FEDERAL CREDIT UNION.

*Kathy A. Sturis*  
\_\_\_\_\_  
Notary Public

My Commission Expires: 1/23/09

GENERAL RELEASE AND INDEMNIFICATION AGREEMENT

In consideration of One Dollar (\$1.00) and other good and valuable consideration including, without limitation, the discontinuance of a portion of Union Street and North Street, Norfolk, Norfolk County, Massachusetts, receipt of which is hereby acknowledged, the TOWN OF NORFOLK and its BOARD OF SELECTMEN (hereinafter referred to as "TOWN OF NORFOLK"), its officers, agents, employees, predecessors, successors, subsidiaries and assigns (hereinafter collectively referred to as "RELEASOR"), hereby COMPLETELY, IRREVOCABLY, AND UNCONDITIONALLY RELEASE AND FOREVER DISCHARGE the COUNTY OF NORFOLK, its BOARD OF COMMISSIONERS, and its agents, employees, representatives, affiliates, subsidiaries, insurers and attorneys, (hereinafter collectively referred to as "RELEASEE") from any and all debts, demands, claims, actions, causes of action, suits, damages, costs, loss of services, expenses, including, without limitation, attorneys' fees, and any other compensation of any kind whatsoever, both in law or in equity, which the RELEASOR now has, may have, or ever had from the beginning of the world to the date of this GENERAL RELEASE AND INDEMNIFICATION AGREEMENT (hereinafter referred to as "RELEASE") or may have in the future resulting in any injury or damage, whether known or unknown, anticipated or unanticipated, on account of, or directly or indirectly as a result of, the discontinuance of a portion of Union Street and North Street, Norfolk, Norfolk County, Massachusetts as more particularly described in the Order of Discontinuance to which this RELEASE is attached to and incorporated within.

RELEASOR acknowledges that this RELEASE relates to all claims which exist at this time or may exist in the future and any relief the TOWN OF NORFOLK may be entitled to claim, no matter how characterized, including without limitation, any compensatory damages, consequential

damages, restitution damages, punitive damages, damages for pain and suffering, attorney's fees, costs of suit, etc., and that the consideration given, as set forth above, constitutes the full and complete liquidated damages agreed to by the parties in connection with the discontinuance of a portion of Union Street and North Street, Norfolk, Norfolk County, Massachusetts.

RELEASOR further agrees to indemnify RELEASEE and hold RELEASEE harmless from any loss, damage or expense arising from any claim or demand by any person or entity against RELEASEE on account of, or directly or indirectly as a result of, the discontinuance of a portion of Union Street and North Street, Norfolk, Norfolk County, Massachusetts.

RELEASOR further agrees that in the event any action, or actions, or other legal proceedings, shall be brought or instituted against RELEASEE that is within the scope of this RELEASE, RELEASOR will assume the defense thereof, and will indemnify and hold harmless RELEASEE against all costs, expenses, counsel fees and judgments resulting therefrom providing RELEASEE reasonably cooperates with RELEASOR in the defense of said legal proceedings or actions.

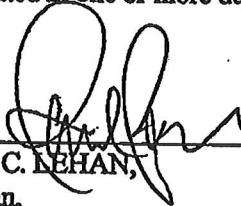
RELEASOR also declares that the terms of this RELEASE have been carefully read and reviewed by the TOWN OF NORFOLK, with the assistance of legal counsel of its choice, and are fully understood and are voluntarily accepted for the purpose of making a full and final compromise, adjustment and settlement of any and all claims, disputed or otherwise, for and on account of, any damages and/or injuries within the scope of this RELEASE.

RELEASOR represents and warrants that the TOWN OF NORFOLK has not assigned, sold, transferred, or conveyed to any person or entity any actions, causes of action, claims, or demands that it either now has or ever had.

RELEASOR further agrees that this RELEASE contains the entire agreement between the TOWN OF NORFOLK and RELEASEE with regard to the matters set forth herein and shall be binding upon the TOWN OF NORFOLK, its directors, trustees, officers, agents, employees, predecessors, successors, subsidiaries and assigns.

This RELEASE is entered into in the Commonwealth of Massachusetts and shall be construed and interpreted in accordance with its laws.

This RELEASE shall become effective immediately upon execution. This RELEASE may be executed in one or more duplicates, each of which shall be deemed to be an original.



JAMES C. LEHAN,  
Chairman,  
Board of Selectmen,  
TOWN OF NORFOLK, MASSACHUSETTS

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss

On this 7<sup>th</sup> day of November, 2006, before me, the undersigned Notary Public, personally appeared JAMES C. LEHAN, Chairman of the Board of Selectmen for the TOWN OF NORFOLK, MASSACHUSETTS, as aforesaid, who proved to me through satisfactory evidence of identification, which were personally known, to be the person whose name is signed on the preceding document, to be the person whose name is signed on the preceding document and, who, being by me duly sworn, did say that he is the Chairman of the Board of Selectman for the TOWN OF NORFOLK, MASSACHUSETTS, and that said preceding document was signed on behalf of the TOWN OF NORFOLK, MASSACHUSETTS by authority of its Board of Selectmen, and said JAMES C. LEHAN acknowledged said instrument to be the free act and deed of said TOWN OF NORFOLK, MASSACHUSETTS.

*Marian Harrington*  
Notary Public

My Commission Expires: 11-17-06

