

THE STATE OF NEW HAMPSHIRE

Rockingham Superior Court

PO Box 1258

Kingston, NH 03848 1258

603 642-5256

MAY -2 2000

NOTICE OF DECISION

DAVID R CONNELL
GRINNELL & BUREAU
25 NASHUA ROAD SUITE C-3
LONDONDERRY NH 03053

99-E-0663 Town of Londonderry vs. Edward Dudek, Jr., et al

Please be advised that on 4/28/2000 Judge Coffey made the following order relative to:

Stipulation ; Approved

Copy Enclosed

05/01/2000

Raymond Taylor
Clerk of Court

cc: Edward Dudek
Edmund J Boutin

STATE OF NEW HAMPSHIRE

Rockingham, ss.
Docket No. 99-E-663

APR 26 9 35 AM '00
Superior Court

Town of Londonderry

v.

Edward Dudek, Jr. et al

STIPULATION FOR DECREE

NOW COME the parties in the above-referenced action and stipulate and agree that the Court may enter a decree in accordance with the following:

1. This action involves the legality of certain aspects of the junkyard operated by the Defendants at premises identified as 53-55 Hall Road, Londonderry, Tax Lot 15-13 (hereinafter "Premises").
2. In particular, this action involves the legality of the use of the area between the existing junkyard fence and Hall Road (hereinafter the "Front Lot") under RSA 236:123, Fencing Requirements, referred to in Paragraph 10 of the Plaintiff's Petition, and two Court Orders referred to in Paragraph 8 of the Plaintiff's Petition.

3. The Front Lot shall be used only for: (a) the parking of motor vehicles of the Defendants and their employees who work on the Premises, (b) parking of the personal motor vehicles of customers driven to the Premises by customers and parked in the parking lot only so long as the customers are on the Premises, (c) access and egress of tow trucks and other vehicles delivering junk to or removing junk from the Premises inside the fence, which vehicles shall idle in the Parking Lot only so long as necessary to drive the vehicles inside the fence and, in the case of removal, to check the chains securing the load.

4. The Defendants shall not use or permit the use of the Front Lot for any purpose except as set forth in Paragraph 3, including but not limited to the following prohibited uses: (a) Off-loading of junk vehicles from flatbed trucks, tow trucks or any other vehicle; (b) parking of junk vehicles or deposit or storage of other junk; (c) use of a front-end loader or other equipment to unload junk vehicles from tow trucks or other vehicles; (d) use of front-end loader or other equipment to bring crushed vehicle bodies or other junk from within the fence to load trucks for removal from the Premises, (e) parking of front-end loader or other equipment, (f) dismantling or other work on junk vehicles.

5. The Defendants shall prohibit customers from depositing junk in the Front Lot. Signs approved by the Town shall be posted warning that such deposit of junk shall constitute a criminal trespass.

6. In the event that any person deposits junk in the Front Lot the Defendants shall be responsible to move the junk inside the fence or remove it from the Premises as soon as possible. The Defendants shall provide the Town and abutters, upon request, with the telephone number of a towing service which shall be available 24 hours per day, seven days a week, to remove, at Defendants' expense, junk deposited in the Front Lot when the Defendants are not present.

7. In the event that any such junk is not removed from the Front Lot promptly, the Town or its agent shall be empowered to enter the Front Lot and remove and dispose of the junk at the Defendants' expense. Defendant shall pay the Town for such expenses within 14 days of presentation of the bill.

8. The Defendants shall immediately repair damaged sections of the fence between the junkyard and the street, including a section which is detached and currently leaning against the office building on the premises. Such fence shall be maintained in good repair and condition at

all times, with a fully operational gate which is consistent in design with the remainder of the fence, so as to provide an attractive facade, in view of the fact that the junkyard is surrounded by residential property. This obligation includes eliminating any access or egress to the office and the junkyard except through a suitable 36-inch wide door installed and properly maintained in the fence and, except through the gate and behind the fence.

9. The Defendants acknowledge and understand that no signs are allowed in the residential AR-1 Zone where the junkyard is located. Accordingly, the Defendants acknowledge and agree that no signs shall be erected on the premises except as set forth in Section 5 herein. Any existing signage shall be removed.

10. The Defendants agree to landscape the area between the junkyard fence and Hall Road, including without limitation, the restoration of the berm which was excavated by the previous owner to its former height, width and length, and including the planting of trees and shrubs along the entire frontage. Such restoration shall be designed and implemented so as to restore the vegetative buffer which existed prior to the excavation and the installation of the mobile home office which was the subject of the Superior Court in Docket No. 97-E-0012. No later than May 1, 2000 the

Defendants shall file with the Town Planner a landscaping plan for the work required under this paragraph. The plan shall include an implementation schedule with completion no later than November 1, 2000.

11. The Defendants further agree to strictly comply with all provisions of the Order of the Rockingham County Superior Court dated December 17, 1997 in Docket No. 97-E-0012, a copy of which is attached hereto.
12. Material violation of the Defendants' obligations under Paragraphs 3-11 shall constitute grounds for the Town, acting by its Town Council, upon notice to the Defendants and hearing, to revoke the junkyard license for the Premises. This shall be in addition to any other available remedy for such violations.
13. The parties acknowledge that there is currently pending the case of Gerard J. Adams et al v Town of Londonderry et al, Docket # 99-E-72, an appeal from granting of a junkyard license to the Defendants in 1999, which is being stayed by agreement simultaneously.
14. Except as provided herein, this stipulation is not intended to affect the future applicability of any state or local land use control or other police

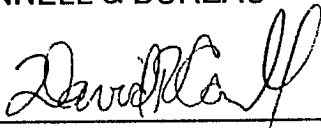
power regulation of the Premises.

15. This stipulation shall be binding on the parties, their successors, heirs and assigns, shall run with the land and may be recorded in the Registry of Deeds.

Dated this 18 day of APRIL, 2000.

Respectfully submitted,
Town of Londonderry, Plaintiff
By Its Attorneys
GRINNELL & BUREAU

By: _____

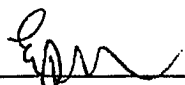

David R. Connell, Esquire
25 Nashua Road, Suite C-3
Londonderry, NH 03053
603-432-3351



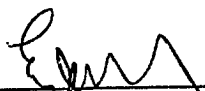
Edward Dudek, Jr., Defendant, pro se

Dudek Auto Recycling, Inc.

By: _____

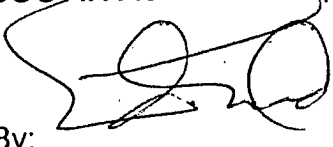
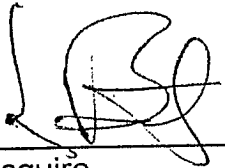
 *PRO SE*
Edward Dudek, Jr, President
Duly Authorized, Defendant, pro se

Holten Realty LLC, Defendant

By: 
Edward Dudek, Jr., Manager
Duly Authorized, pro se

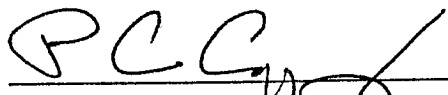
Gerard J. Adams and Claudette A. Adams,
Interveners

By Their Attorney
BOUTIN ASSOCIATES, P.L.L.C.

By:  
Edmund J. Boutin, Esquire

4/28/00

Stipulation approved, order in accordance therewith.


Patricia C. Coffey, PJ