

PROPERTY DEEDS

SECTION 3.1.8.9

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PRELIMINARY DESIGN PROGRAM, MARCH 2021

3.1.8.9 - PROPERTY DEEDS - 50 NORRIS ROAD (MASSACHUSETTS)

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VOTED: that the corporation purchase from Henry Bailey Trull and Laura H. Trull the former Trull Farm, so called, for a purchase price of twenty-eight thousand (\$28,000) dollars, payable in semi-annual installments of twenty-eight hundred (\$2800) dollars beginning January 1, 1965, with interest at the rate of five (5%) per cent per annum payable semi-annually starting January 1, 1965, the whole in five (5) years, with the privilege of anticipating any payments without penalty; and that the corporation execute a note upon the terms above set forth, and as security therefor, that the treasurer, Laura H. Trull, be and she hereby is, authorized and empowered, in the name and on behalf of the corporation, to execute, acknowledge and deliver to said Henry Bailey Trull and Laura H. Trull, as joint tenants, a second mortgage in usual form of said Trull Farm.

Audrey B. Trull
 Clerk



Rec'd & entered for record Dec. 31, 1962 at 1h. 53m. P. M. #1601

1586/112 12/31/62

I, MAXWELL G. SHERBURNE

of Tyngsborough

Middlesex County, Massachusetts,

being ~~un~~married, for consideration paid, grant to :- The Inhabitants of the Town of Tyngsborough, a Municipal Corporation, located in the County of Middlesex and Commonwealth of Massachusetts *

xxx

with quitclaim covenants

the land in said Tyngsborough and in Hudson, New Hampshire, being a tract of woodland, situated on ~~the~~ the NORTHERLY side of a

See Certificate B. 1630 P. 97

Hudson, on the EASTERLY side of the Merrimack River, past the dwelling formerly of Reuben Coburn, now known as Norris Road, described in two Parcels - the first Parcel containing about 9.5 acres and bounded and described as follows:

PARCEL 1. Beginning at a stake and stones by said road at land formerly of John Wilson, being the parcel next described;

Thence NORTHERLY by said Wilson Land about 805.5 feet to a stake and stones; thence WESTERLY by said Wilson Land 528 feet to a stake and stones by Land formerly of Elijah Fletcher; thence SOUTHERLY by said Fletcher Land about 726 feet to a stake and stones by said road leading past Reuben Coburn's dwelling; thence by said road EASTERLY 528 feet to the point of beginning.

PARCEL 2. The other Parcel containing 79 acres, more or less, is bounded and described as follows:

Beginning at the NORTHEASTERLY corner of the premises at Land formerly of C. S. Coburn and supposed to belong now or formerly to John E. Barr; thence running SOUTH 75°, 45 minutes WEST, 584 feet by said Barr Land to a white oak stump; thence SOUTH 32°, 50 minutes WEST; 190 feet by said Barr land to a stone bound at said Norris Road (leading past Reuben Coburn's dwelling); thence WESTERLY by said road to a stake and stones at Land described in Parcel 1; thence NORTH zero degrees, 15 minutes WEST by said last mentioned land 800 feet to a stake and stones; thence SOUTH 65°, 30 minutes EAST, 524 feet, still by said last mentioned Land to a stake and stones at Land formerly of Elijah Fletcher; thence SOUTH 67°, 10 minutes EAST by said Fletcher Land 367 feet to Land formerly

of Dustin Coburn; thence NORTH 6°, 15 minutes WEST by said Coburn Land 600 feet to a road leading to said Hudson, New Hampshire, now known as Pine Road; thence NORTHEASTERLY on said Road to a stake and stones at land, late of Daniel Wilson; thence SOUTH about 37°, 30 minutes EAST making several variations, about 3,116 feet by Land of said Wilson, Land of Paul Hardy, now or formerly, Land of Lewis Carkin, now or formerly and Land formerly of C. S. Coburn, now supposed to belong to said John E. Barr, to the bound first mentioned.

A small part of the second Parcel lies in said Hudson, New Hampshire. There is excluded from the above conveyance the Land

dated December 19, 1962; said Land with the buildings thereon containing, taken together, 31,500 square feet of Land, more or less and being shown as Lots A and B on a Plan entitled "Plan of Part of Land of Maxwell Sherburne, Tyngsborough, Massachusetts, dated 1962 Gerald Randolph Hyde, Surveyor," which Plan is in the possession of the Grantor - for reference to Title see Deed dated February 18, 1954, recorded at the Middlesex North Registry of Deeds, in Book 1278, Page 412 and also Deed dated April 6, 1961, recorded in Book 1509, Page 176.

The foregoing Conveyance is made upon the express condition that the total amount of consideration set forth in the Vote under Article 1, for the special Town Meeting held July 17, 1962, is paid by the said Grantee herein before December 31, 1964, and unless a Certificate under oath of the Town Clerk of Tyngsborough is filed in the Registry of Deeds for Northern Middlesex on or before December 31, 1964, then this Conveyance shall be null and void and Title shall revert in the Grantor or his heirs or assigns, free of any Municipal Liens or claims. Said Certificate shall indicate payment in full to said Grantor, in accordance with said Vote under Article 1.

I, Bernice M. Sherburne

~~husband~~ of said grantor,
wife

release to said grantee all rights of ~~tenancy by the entirety~~ and other interests therein.
dower and homestead

Witness my hand and seal this 21st day of December 1962.

James J. Kelly
Notary Public
.....
.....

Maxwell G. Sherburne
Bernice M. Sherburne
.....
.....

The Commonwealth of Massachusetts

Middlesex, ss.

December 21, 1962.

Then personally appeared the above named

Maxwell G. Sherburne

and acknowledged the foregoing instrument to be his free act and deed, before me

James J. Kelly
Notary Public - ~~Massachusetts~~
My Commission Expires December 13, 1969.

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PRELIMINARY DESIGN PROGRAM, MARCH 2021

3.1.8.9 - PROPERTY DEEDS - 50 NORRIS ROAD (NEW HAMPSHIRE)

PRELIMINARY DESIGN PROGRAM, MARCH 2021

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Know all Men by These Presents:

THAT We, Maxwell G. Sherburne and Bernice M. Sherburne, husband and wife, individually and together and in every capacity, both of Tyngsborough, County of Middlesex, Commonwealth of Massachusetts, for consideration paid grant to James McDowell, Chairman of the Board of Selectmen of Tyngsborough, and to his successors in office, as Trustees under a Declaration of Trust, dated January 9, 1968

1966/482

2/20/68

Hudson NH
Hillsborough

County
Reg of
Deeds

~~to be recorded herewith the land situated in the Town of Tyngsborough, and the Town of Hudson, New Hampshire, being a tract of woodland set on the Northerly side of a road leading Easterly from the Highway from said Tyngsborough to said Hudson, New Hampshire, on the easterly side of the Merrimack River, past the dwelling of formerly Reuben Coburn and being bounded and described as follows:~~
Beginning at the northeasterly corner of the premises at land formerly of C.S. Coburn and supposed to belong now or formerly to John E. Barr; thence running south 75° 45' west, 584 feet by said Barr land to a white oak stump; thence south 32° 50' west, 190 feet by said Barr land to a stone bound at said road leading past Reuben Coburn's dwelling; thence westerly by said road to a stake and stone at land described in preceding parcel; thence north 0° 15' west by said last mentioned land, 800 feet to a stake and stone; thence south 65° 30' east, 524 feet still by said last mentioned land to a stake and stone at land formerly of Elijah Fletcher; thence South 67° 10' east by said Fletcher land, 367 feet to land formerly of Dustin Coburn; thence north 6° 15' west by said Coburn land 600 feet to a road leading to said Hudson; thence northeasterly on said road

to a stake and stone at land late of Daniel Wilson; thence south $37^{\circ} 30'$ east
making several variations about 3,116 feet by land of said Wilson; land of Paul
Hardy; land of Lewis Carkin, now or formerly, and land formerly of C. S. Coburn,

now supposed to belong to John E. Barr to the bound first mentioned.
this parcel

A small part of ~~the above described~~ described lies in the Town of Hudson,
New Hampshire. Meaning and intending to convey and hereby conveying the same
premises conveyed to Maxwell G. Sherburne, et al by Dora B. Seubert of Pepperell
by her deed dated February 18, 1954 and recorded in the Middlesex North District
Registry of Deeds, Book 1278, Page 412.

This deed is intended to convey only that portion of the above described
premises situated in the Town of Hudson, State of New Hampshire. It is estimated
that the portion of the land situated in Hudson is approximately five to seven
acres. The total acreage of the land is 79 acres, the balance of which has been
transferred to the inhabitants of the Town of Tyngsborough by a deed recorded at
the Middlesex North Registry of Deeds at Lowell, Book 1586, Page 112, dated
December 21, 1962.

The grantee named herein is the Chairman of the Board of Selectmen of the Town of Tyngsborough and as such trustee shall continue during his term of office and his successor shall succeed as trustee under the terms of this deed and declaration of trust to be filed herewith. The record of such successor and successors being a public record on file at the office of the Town Clerk, Tyngsborough, Mass.

For consideration for this conveyance being other than monetary, no documentary stamps are hereto attached.

We, Maxwell G. Sherburne and Bernice M. Sherburne, release to said and his successors, all rights of curtesy and dower and homestead and other interests in said premises

Witness our hands and seals this Twelfth day of January, 1968

WITNESS:

James J. Adams
Robert D. Roberts

Maxwell G. Sherburne
Bernice M. Sherburne

Massachusetts

STATE OF ~~NEW HAMPSHIRE~~

COUNTY OF Middlesex

On this the Twelfth day of January, 1968, before me, the undersigned officer, personally appeared

Maxwell G. Sherburne

known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

Warren W. Allgrove
Middlesex County
Notary Public

Commonwealth of Massachusetts

MIDDLESEX, SS.

I, Joseph A. Donohoe, Clerk of the District Court of Lowell, in the District of Lowell, in said County of Middlesex, the same being a Court of Record and Common Law Jurisdiction, do hereby certify that

Warren W. Allgrove was, on the day of the date of the annexed certificate, a Notary Public in and for said Commonwealth, residing in said County, duly commissioned, qualified and authorized by the laws thereof to take affidavits and to take the acknowledgments of deeds to be recorded therein; that full faith and credit should be given to all his official acts; that I am well acquainted with his handwriting and that I verily believe that the signature to the annexed certificate is in his own proper handwriting and genuine, and, further, that the annexed instrument is executed and acknowledged according to the laws of said Commonwealth.

Commission dated December 13, 19 62, expires December 13, 19 66.

Witness my hand and the seal of said Court, at Lowell, in said County, this fifth day of February A. D. 19 68

Joseph A. Donohoe
CLERK



PRELIMINARY DESIGN PROGRAM, MARCH 2021

3.1.8.9 - PROPERTY DEEDS - 205 WESTFORD ROAD

PRELIMINARY DESIGN PROGRAM, MARCH 2021

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Applewood Construction Corp., a corporation duly established under the laws of Massachusetts and having a usual place of business at 10 Pondview Place, Tyngsborough, Massachusetts

in consideration of Seven Hundred Seventy Thousand and 00/100 (\$770,000.00) Dollars

grants to Town of Tyngsborough, a municipal corporation, having a usual place of business at Kendall Road, Tyngsborough, Massachusetts

with quitclaim covenants

The land situated in Tyngsborough, Massachusetts, being located on the northerly side of Westford Road and being shown as Parcel B on a plan of land entitled "Plan of Land Westford Road and Red Gate Road Tyngsborough, Massachusetts" dated October 6, 1997, prepared by Diversified Civil Engineering, said plan recorded in the Middlesex North District Registry of Deeds in Book of Plans 195, Plan 95. Parcel B contains 70.07 acres of land according to said plan.

The Grantor and Grantees in the delivery and acceptance of this deed acknowledge and confirm that the purchase and sale agreement dated September 16, 1997 shall survive the recording of this deed.

Being a portion of the premises conveyed to the grantor by deed from John J. Cronin, et al, and deed from Ruth E. Kisley, Executrix under the will of Hazel H. Lorman, which deeds shall be recorded prior hereto and herewith.

This sale does not constitute a sale of all or substantially all of the assets of Applewood Construction Corp.

For authority see Certificate of Vote recorded in said Registry of Deeds in Book 7076, Page 212.

IN WITNESS WHEREOF, the said Applewood Construction Corp. has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by Walter Eriksen, its President hereto duly authorized, this 23rd day of October, 1997.

APPLEWOOD CONSTRUCTION CORP.
[Signature]
Walter Eriksen, President

Property address: Westford Road Tyngsborough, MA.

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THE COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS

OCTOBER 23, 1997

Then personally appeared the above named Walter Eriksen, President and acknowledged the foregoing instrument to be the free act and deed of Applewood Construction Corp., before me



Notary Public

My Commission Expires 1/22/99