



Dennis A. Murphy, Esq.  
[dgusmurphy@gmail.com](mailto:dgusmurphy@gmail.com)  
781-588-7881

August 30, 2023

BY EMAIL: [jeanne.guthrie@sherbornma.org](mailto:jeanne.guthrie@sherbornma.org)

Sherborn Zoning Board of Appeals  
19 Washington Street  
Sherborn, MA 01770

Re: 55-65 Farm Road, Sherborn MA restriction

Dear Members of the Board:

As you know, I represent direct abutters Brian and Mary Moore of 49 Farm Road, who have asked me to outline the title restrictions that encumber the project site and their significance under Chapter 40B.

A decade ago, I was the Assistant City Solicitor in Newton when a Chapter 40B project was proposed for the Wells Avenue industrial park where residential uses were prohibited by a restrictive covenant. Based on that restriction, the ZBA denied the comprehensive permit, the HAC upheld that denial, as did the Land Court and ultimately the SJC. 135 Wells Ave., LLC v. Housing App. Comm., et al., 478 Mass. 346 (2017). At issue was whether a zoning board's authority to issue permits and approvals under Chapter 40B empowered it to amend or waive deed restrictions. The SJC held that it does not because such restrictions are a property interest, not a zoning regulation: "deed restrictions are a property interest, a restrictive covenant on land, that cannot be abrogated by any act by a zoning board." Id. at 358. That conclusion is now settled law that deed restrictions and negative easements cannot be set aside by a ZBA or the HAC under Chapter 40B. Id. at 357 ("we have concluded previously that both affirmative and negative easements are to be treated, equally, as easements.").

When MassHousing issued the Project Eligibility letter for this project, Farm Road Homes, it acknowledged the binding authority of the 135 Wells Ave. decision, stating "a Restriction may not be overridden by a Municipality's Zoning Board of Appeals or the Housing Appeals Committee." (11/2/22 PEL, p. 2 n. 1) MassHousing's site control determination did not evaluate the validity of the deed restrictions on the project site. Instead, it left that knotty issue to be decided in another forum. (Id. "The existence of a Deed Restriction does not preclude a Subsidizing Agency from issuing a Determination of Project Eligibility.").

The ZBA should not pass the buck, as MassHousing did, and address the restriction head on. Among the lessons of the Newton case was that it took four different adjudicative bodies –

ZBA, HAC, Land Court, SJC – over four years to finally resolve the matter. We do not need to repeat that again. Instead, the Board should determine that the restrictions on the project site bar the proposed development project.

The deeds and plans that memorialize the restrictions have been compiled and summarized by Attorney Arthur Fenno, whose letter dated June 2, 2022 to the Town is attached, including a link to the recorded title documents. A careful review of those records shows that the restrictions remain valid and enforceable on the project site.

### Enforceability of the Restrictions

A party seeking to enforce a restriction must be named in the instrument that created the restriction (or a successor), identified as a beneficiary of the restriction or the owner of land benefitted by the restriction. G.L. c. 184, § 27(a). The enforcer of a restriction must also show that the restriction currently provides an actual and substantial benefit to the party seeking enforcement. *Id.* § 30. The Town of Sherborn easily satisfies these standards to enforce the restrictions.

When the 55-65 Farm Road locus was subdivided in 1979 (Plan 32 of 1979, Plan Bk 13620 Pg END), each of the three resulting lots was restricted from any further subdivision or conveyance of less than the entire lot. Each of the three lots were identified as beneficiaries of these restrictions in the 1979 deeds. As a result, the successor to any of the three lots created in 1979 has the right to enforce those restrictions under G.L. c. 184, § 27(a).

A couple of years later, Lot 3 was further subdivided – in clear violation of the 1979 restriction – into two lots, 3A and 3B. (Plan 1337 of 1981, Plan Bk 14482 Pg 33) According to the notes on the 1981 Plan, Lot 3A was “to be added to and become part of Lot 2 . . . is subject to a Conservation Restriction . . . is not to be considered a separate building lot.” (*Id.*)

The 1981 deed to Lot 3A included a “conservation restriction” that prohibits any “building . . . or other temporary or permanent structure” as well as prohibitions against dumping or excavation. (Bk 14482 Pg 033) The deed also states: “This conveyance is made upon the express condition that the land shall forever be kept in its natural state” and if not then the breach of that covenant would “cause the forfeiture of the fee, and . . . a right of entry”. (*Id.*)

On the same day (December 3, 1981), the same grantors conveyed Lot 3B to the Town of Sherborn for nominal consideration, which contained the same word-for-word verbatim conservation restriction that the “land shall forever be kept in its natural state”. (Bk 14492 Pg 442) Lot 3B is surrounded on two sides by Sherborn Town Forest, which remains as true today as it was in 1981. The restrictions on Lots 3A and 3B that they “forever be kept in [their] natural state” therefore continue to provide an actual and substantial benefit to Sherborn as contiguous acreage to the Town Forest.

The 1979 and 1981 restrictions are enforceable by the Town under §§ 27 and 30 because Sherborn was named in the 1981 deed (and successor of 1979 deed restriction), and those restrictions continue to provide an “actual and substantial benefit” to the Town.

## Duration of the Restrictions

Distinct from the enforceability requirements under Chapter 184 is whether the restrictions have expired by operation of law. Generally, restrictions among private parties expire after thirty years. G.L. c. 184, § 23. But that is not necessarily the case where such restrictions are imposed as part of a “common scheme” involving four or more lots. *Id.* § 27(b). And, as the SJC made clear, it is certainly not the case for municipal deed restrictions, which are perpetual. See *135 Wells Ave*, 478 Mass. at 359 (“In general, we have noted that restrictions on land are disfavored and should be as limited as possible. That is not the case, however, for restrictions on municipally-owned land; municipal deed restrictions are explicitly exempt from the provisions of G. L. c. 184, § 30, and are enforceable in perpetuity.”) (citation omitted).

Under these principles, it is clear that Lot 3B owned by the Town of Sherborn remains subject to a perpetual restriction, just as in the Newton case. The 1981 Plan that created Lot 3B, also included three other lots: Lots 1, 2, and 3A. As such, it qualifies as a common scheme of four or more lots under § 27(b), which allows such restrictions to remain beyond thirty years.

Alternatively, Lot 3A by its terms was created as a perpetual conservation restriction to preserve it forever in its natural state, and prohibits any building or structure. At the same time, Lot 3A was “added to and bec[a]me part of Lot 2”, the effect of which may have been to incorporate those perpetual restrictions to the entirety of that lot, which is an integral part of the project site. Lot 3A and possibly the remainder of Lot 2 remain subject to the restrictions.

Another plausible alternative is that Lots 1 and 2 were subject to restrictions imposed in 1979 that expired by operation of law after thirty years in 2009. Then, in 2012 the restrictions were again placed on title for Lot 1, as stated explicitly in the 2012 deed. (Bk 61418 Pg 357) Nothing in Chapter 184 prevents parties from recording a restriction just because an earlier one had expired.

From this initial review, it should be clear the Town of Sherborn retains the right to enforce unexpired restrictions on the project site that the ZBA lacks the authority to waive. Accordingly, before proceeding further, the Board should solicit input from the Town to determine whether and to what extent it seeks to enforce these restrictions on the project site.

I look forward to discussing these issues further with you at the hearing.

Very truly yours,

/s/ Dennis A. Murphy

Dennis A. Murphy

Encl.

cc: Arthur Fenno, Esq.

58 Farm Road  
Sherborn, Massachusetts 01770

June 2, 2022

**BY ELECTRONIC MAIL: [ejohnson@sherbornma.org](mailto:ejohnson@sherbornma.org)**

Select Board Chair Eric Johnson  
Town of Sherborn  
19 Washington Street  
Sherborn, Massachusetts 01770

Prohibited subdivisions at 55 Farm Road and 65 Farm Road

Dear Chairman Johnson:

As you know, Robert Murchison, through his special purpose entity, Fenix Partners Farm Road LLC, (collectively, developer) has purchased the contiguous parcels of land on Farm Road in Sherborn known as 55 Farm Road and 65 Farm Road. As you also know, the developer has submitted plans to develop both those parcels by subdividing each. From a deed search, and legal research, I have come to understand that certain deed restrictions exist for those parcels that preclude subdividing them.<sup>1</sup> This has significance to the Town as the Town enjoys rights to enforce the restrictions at issue -- valuable rights to conserve the environment and maintain the statutorily protected nature of Farm Road generally from overdevelopment, valuable rights which the developer apparently seeks to extinguish.

The salient points follow:

On January 11, 2021, Iaonnis Miaoulis granted to the developer the 55 Farm Road parcel (sometimes historically referred to and known as "Lot 1.")<sup>2</sup> The 55 Farm Road parcel lies adjacent to the 65 Farm Road parcel (sometimes historically referred to and known as "Lot 2"), which, in turn, lies adjacent to a parcel of land (sometimes historically referred to and known as "Lot 3" and/or "Lot 3A" and "Lot 3B") conveyed in or around 1981 to the Town of Sherborn

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<sup>1</sup>Each parcel's deed has similar restrictions, but this letter addresses only the 55 Farm Road parcel, because that parcel is the one on which the developer has primarily focused to date.

<sup>2</sup>Deed, Miaoulis (G'tor), Fenix Partners Farm Road LLC (G'tee), Middlesex South Registry Book of Deeds, Book 76660, Page 253, et seq.

Conservation Commission and/or Town of Sherborn (hereinafter, collectively, Town).<sup>3</sup>

The 2021 deed for the 55 Farm Road parcel incorporates by reference the “certain restrictions and conditions as recited in the deed of Richard Saltonstall and D. McLaughlin Building Co., Inc. dated February 20, 1980 and recorded with the Middlesex South Registry of Deeds in Book 13926, Page 211.” Those “restrictions and conditions” so incorporated by reference specifically provide, among other things, that (A):

1. The parcel hereinbefore described [Lot 1, a/k/a 55 Farm Road] shall not be subdivided into lots or parcels, nor shall any conveyance or transfer of less than the whole part be made.
2. The above restrictions shall be considered a covenant running with the land and shall bind the undersigned grantee, his successors and assigns.

and that (B): such restrictions and conditions “shall attach to said piece or parcel of land hereinbefore described [Lot 1, a/k/a 55 Farm Road] and shall be for the benefit of and appurtenant to Lots 2 and 3 . . . .”

In other words, the deed conveying the 55 Farm Road parcel to the developer expressly prohibits subdividing that parcel, and also expressly provides that said prohibition benefits and belongs to -- and thus is enforceable by -- the owner of Lot 3 which, as noted *supra*, is the Town.

I spoke with the developer to offer him the opportunity to explain any contrary contentions which he might have, but he declined to offer any. From research, however, I anticipate two arguments he might make. For at least the following reasons, neither has merit.

First, the developer might argue that, pursuant to G. L. c. 184, § 23, the deed restrictions at issue have expired.<sup>4</sup> In brief, as you may know, that statute limits conditions or restrictions that affect

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<sup>3</sup>More particularly, the Town owns the surviving portion of (which is nearly all of) Lot 3, that lot having been divided in 1981 into (i) a 24,993+/- square foot lot (“Lot 3A”) conveyed to certain third parties and years later apparently subsumed into “Lot 2” a/k/a 65 Farm Road; and (ii) the 7.88+/- acre parcel (“Lot 3B”) conveyed to the Town. See Deed, Saltonstall, et al. (G’tors), Town of Sherborn Conservation Commission (G’tee), Middlesex South Registry Book of Deeds, Book 14492, Page 441, et seq.

<sup>4</sup>General Laws c. 184, § 23, provides: “Conditions or restrictions, unlimited as to time, by which the title or use of real property is affected, shall be limited to the term of thirty years after the date of the deed or other instrument or the date of the probate of the will creating them,

real property, and that do not contain an express time limit, to a period of thirty years, and the 2021 deed incorporates by reference restrictions contained in a deed from 1980, more than thirty years ago.

The problem with this argument is that, as a basic matter of contract law, the operative date for purposes of c. 184, § 23, is the contract date: the developer and former owner of the 55 Farm Road parcel agreed to all the terms set out in the deed -- including the restrictions at issue -- as of January 11, 2021, the date of execution. And this conclusion makes sense; the parties to that transaction did not come to an agreement in 1980; they set the terms of their agreement in 2021.

In addition, lest there be some suggestion otherwise, the fact that the deed set out the restrictions by means of the vehicle of incorporation by reference, as opposed to restatement in full, has no consequence. Caselaw and other authorities well establish that incorporation by reference “is a common tool in the drafting of contracts,” NSTAR Elec. Co. v. Department of Pub. Utils., 462 Mass. 381, 394 (2012), quoting Artuso v. Vertex Pharms., Inc., 637 F.3d 1, 7 (1st Cir. 2011) (applying Massachusetts law), and has the same effect as setting out the referenced provision or document in full, see, e.g., Abbott v. Frazier, 240 Mass. 586, 593 (1922), citing cases (“the same effect” as if referenced language “had been copied” wholesale); 11 Williston on Contracts § 30:25 (4th ed. supp. 2021) (“When a writing refers to another document, that other document, or the portion to which reference is made, becomes constructively a part of the writing, and in that respect the two form a single instrument. The incorporated matter is to be interpreted as part of the writing.” [Footnotes omitted.]).<sup>5</sup>

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except in cases of gifts or devises for public, charitable or religious purposes. This section shall not apply to conditions or restrictions existing on July sixteenth, eighteen hundred and eighty-seven, to those contained in a deed, grant or gift of the commonwealth, or to those having the benefit of section thirty-two.”

<sup>5</sup>Indeed, this proposition is not controversial, also finding support in Federal contract law cases, see, e.g., Air Line Pilots Ass’n, Int’l. v. Delta Air Lines, Inc., 863 F.2d 87, 94 (D.C. Cir 1988), quoting Cunha v. Ward Foods, Inc., 804 F.2d 1418, 1428 (9th Cir. 1986) (“It is generally held that ‘[w]hen a document incorporates outside material by reference, the subject matter to which it refers becomes a part of the incorporating document just as if it were set out in full.’” [alteration in Air Line Pilots]); United States v. Science Applications Int’l. Corp., 502 F.Supp 2d 75, 78 (D.D.C. 2007), in various other States’ caselaw, see, e.g., Pinnacle Group, LLC v. Kelly, 235 Md. App. 436, 462 (2018) (“Incorporation by reference is a method of contract drafting such that where a subsequent document references a previous document, it incorporates that previous document into the subsequent. It simply means that the earlier document is made a part of the second document, as if the earlier document were fully set forth therein. It is settled that where a writing refers to another document that other document, or so much of it as is referred to, is to be

Second, the developer might argue that, despite including the restrictions in his 2021 deed, he did not mean to prohibit subdivision of the parcel. One problem with that argument is it ignores the fundamental principal of contract law that a contract be interpreted within its “four corners,” and without resort to any extrinsic matters, such as a party’s proffered intention where, as here, the at-issue language is plain and unambiguous. See, e.g., Bank v. Thermo Elemental, Inc., 451 Mass. 638, 648 (2008) (court “must first examine the language of the contract by itself, independent of extrinsic evidence concerning the drafting history or the intention of the parties”); see also Indus Partners, LLC v. Intelligroup, Inc., 77 Mass. App. Ct. 793, 795-796 (2010), and cases cited.<sup>6,7</sup> And, applying this principal makes sense, if for no other reason than, had the parties not intended to have included the restrictions in the deed, they were free simply not to have done so. But, they indisputably did, which the law requires be given preclusive effect as to their intention.

Furthermore, even were the developer somehow to erase the deed restrictions contained in his 2021 deed, the parcel would still be prohibited from being subdivided by operation of the previous deed, which contained the same restrictions, executed December 17, 2012.<sup>8</sup> Per this hypothetical, the restriction just would expire on December 17, 2042. See G. L. c. 184, § 23, *supra*.

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interpreted as part of the writing.” [Internal quotations & citations omitted.]), and in the authorities particular to real estate and deed interpretation, see, e.g. Real Estate Investor’s Deskbook § 8:111 (“Real estate closings; Deeds—Deeds—Rules of construction for deeds”) (3d ed., supp. 2021) (“7. *Incorporation by reference*. When a deed refers to another document [such as another deed or a subdivision plat], the other document is deemed incorporated into the deed just as if it had been spelled out.” [Italics and brackets in original].).

<sup>6</sup>The fact that the developer might now argue for a contrary interpretation does not make the deed restriction provision at issue ambiguous. See, e.g., Suffolk Constr. Co., Inc. v. Lanco Scaffolding Co., 47 Mass. App. Ct. 726 , 729 (1999), quoting from Jefferson Ins. Co. v. Holyoke, 23 Mass. App. Ct. 472 , 475 (1987).

<sup>7</sup>The developer also would have to surmount the absence of any evidence the Grantor similarly did not intend to prohibit subdivision of the parcel. See, e.g., Covich v. Chambers, 8 Mass. App. Ct. 740, 749-750 (1979), and authorities cited (discussing concepts of mutual and unilateral mistake, and observing “it is also elementary that both parties must share the erroneous state of mind as to the basic assumption on which the contract was made. Avoidance is not permitted just because one party is disappointed in the hope that the facts accord with his wishes.” [Citation and footnote omitted].)

<sup>8</sup>Deed, Miaoulis, et al. (G’tors), Miaoulis (G’ttee), Middlesex South Registry Book of Deeds, Book 61418, Page 357 et seq. (Dec. 17, 2012).

Mr. Eric Johnson  
June 2, 2022  
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Please let me know if you have any questions about this letter, or the matter generally. Please also let me know if you would like copies of any of the cited documents or legal authorities. I have a challenging schedule, but I will make every effort to be available to discuss this matter with you or the Select Board generally.

Very truly yours,

/s/

Arthur C. Fenno, Esq.

cc: Select Board Clerk Marian Neutra      marian.neutra@sherbornma.org  
Interim Town Administrator Diane Moores      diane.moores@sherbornma.org

11-19-78 13620-1359

13.50

DEED TO RICHARD SALTONSTALL

WE, RICHARD SALTONSTALL of Sherborn, Middlesex County, Massachusetts,  
 DUDLEY H. WILLIS and SALLY S. WILLIS both of Sherborn, Middlesex County,  
 Massachusetts, husband and wife as tenants by the entirety, and GILBERT  
 H. MUDGE and BARBARA J. MUDGE both of Sherborn, Middlesex County, Mass-  
 achusetts, husband and wife as tenants by the entirety, each of such  
 three interests being held as tenants in common with the other two, for  
 the consideration of one hundred dollars (100.00) or less grant to  
 RICHARD SALTONSTALL of 174 Farm Road, Sherborn, Middlesex County, Mass-  
 achusetts,

a certain piece or parcel of land, with any buildings thereon situated  
 in Sherborn, Middlesex County, Massachusetts and being shown as Lot 1  
 on a plan of land entitled "Compiled Plan of Land in Sherborn, Massa-  
 chusetts" by Schofield Brothers Inc., 1071 Worcester Road, Framingham,  
 Massachusetts dated October 18, 1978, duly recorded at the Middlesex  
 South Registry of Deeds at the end (last page) of Book 13620 on Jan-  
 uary 5, 1979

Said parcel being more particularly bounded and described as follows:

Beginning at the southwesterly corner thereof on the northerly  
 side of Farm Road at land now or formerly of Janet M. Petty and Mildred  
 Fotherolf:

Thence northerly, northeasterly, and northwesterly by land of said  
 Petty and Fotherolf, by eighteen courses measuring 99.05 feet, 32.27  
 foot, 15.58 foot, 13.78 foot, 5.29 foot, 6.40 foot, 11.93 foot, 72.43  
 foot, 54.05 foot, 21.33 foot, 47.23 foot, 10.61 foot, 87.24 foot, 14.04  
 foot, 38.48 foot, 33.06 foot, 109.85 foot and 169.93 foot;

Thence northeasterly by the Sherborn Town Forest, by three courses  
 measuring 44.59 foot, 404.25 foot and 50.00 foot;

Thence southeasterly, southwestorly and southerly by Lot 2 of said  
 plan, by three courses measuring 749.30 foot, 57.24 foot and 159.05 foot;

Thence westerly by Farm Road by six courses measuring 22.72 feet, 53.12 feet, 76.98 feet, 11.24 feet, 123.55 feet and 160.34 feet.

Containing 8.23 acres more or less according to said plan.

The said grantors having previously agreed to certain prior restrictions and options stated in the deed of William F. Murphy and Paul J. Murphy to the said grantors dated December 31, 1976 and recorded at the Middlesex South Registry of Deeds, Book 13119, page 719 do now mutually agree and consent, as provided for in said prior deed, to terminate any and all previous restrictions and options. Such mutual agreement is evidenced by the signing of this deed by the said grantors of this deed.

Further it is agreed by the grantee named in this deed that the following provisions shall attach to said piece or parcel of land hereinbefore described and shall be for the benefit of and appurtenant to Lots 2 and 3 as shown on said Plan and shall be for the benefit of Charlescote Farm Trust I & II, their successors and assigns, being the property conveyed to them by deeds dated May 8, 1922, June 15, 1925, May 26, 1926 and recorded at the Middlesex South Registry of Deeds in Book 4512, page 589, Book 4854, page 68 and Book 4976, page 220 respectively.

1. The parcel hereinbefore described shall not be subdivided into lots or parcels, nor shall any conveyance or transfer of less than the whole parcel be made.

2. The above restriction shall be considered a covenant running with the land and shall bind the undersigned grantee, his successors and assigns.

For our title see deed of William F. Murphy and Paul J. Murphy dated December 31, 1976 recorded at Middlesex South Registry of Deeds Book 13119, page 719

WITNESS our hands and seals this 1st day of May, 1979.

Dudley H. Willis  
Dudley H. Willis

Sally S. Willis  
Sally S. Willis

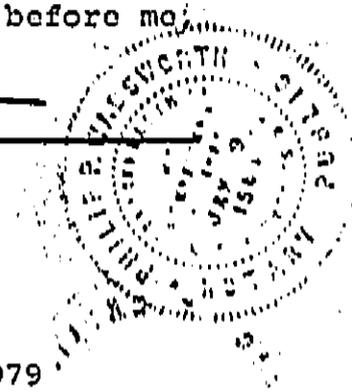
Commonwealth of Massachusetts

Suffolk, s.s.

May 1, 1979

Then personally appeared the above named DUDLEY H. WILLIS, and acknowledged the foregoing instrument to be his free act and deed, before me,

[Signature]  
Notary Public



WITNESS our hands and seals this 28th day of April, 1979.

Gilbert H. Mudge  
Gilbert H. Mudge

Barbara J. Mudge  
Barbara J. Mudge

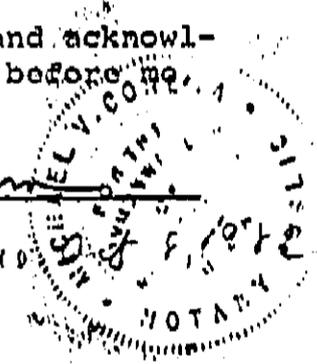
Commonwealth of Massachusetts

MIDDLESEX, s.s.

April 28, 1979

Then personally appeared the above named GILBERT H. MUDGE, and acknowledged the foregoing instrument to be his free act and deed, before me,

[Signature]  
Notary Public  
My Commission Expires 2/1/80



BK 13688 PG 662

WITNESS our hands and seals this 28 day of April, 1979

Richard Saltonstall

Richard Saltonstall (as grantor)

Richard Saltonstall

Richard Saltonstall (as grantee)

Commonwealth of Massachusetts

Suffolk, S.S.

May 1, 1979

Then personally appeared the above named RICHARD SALTONSTALL, and acknowledged the foregoing instrument to be his free act and deed, before me.

Richard J. Leavitt

Notary Public



Approval under the Subdivision Control Law not required. Sherborn Planning Board.

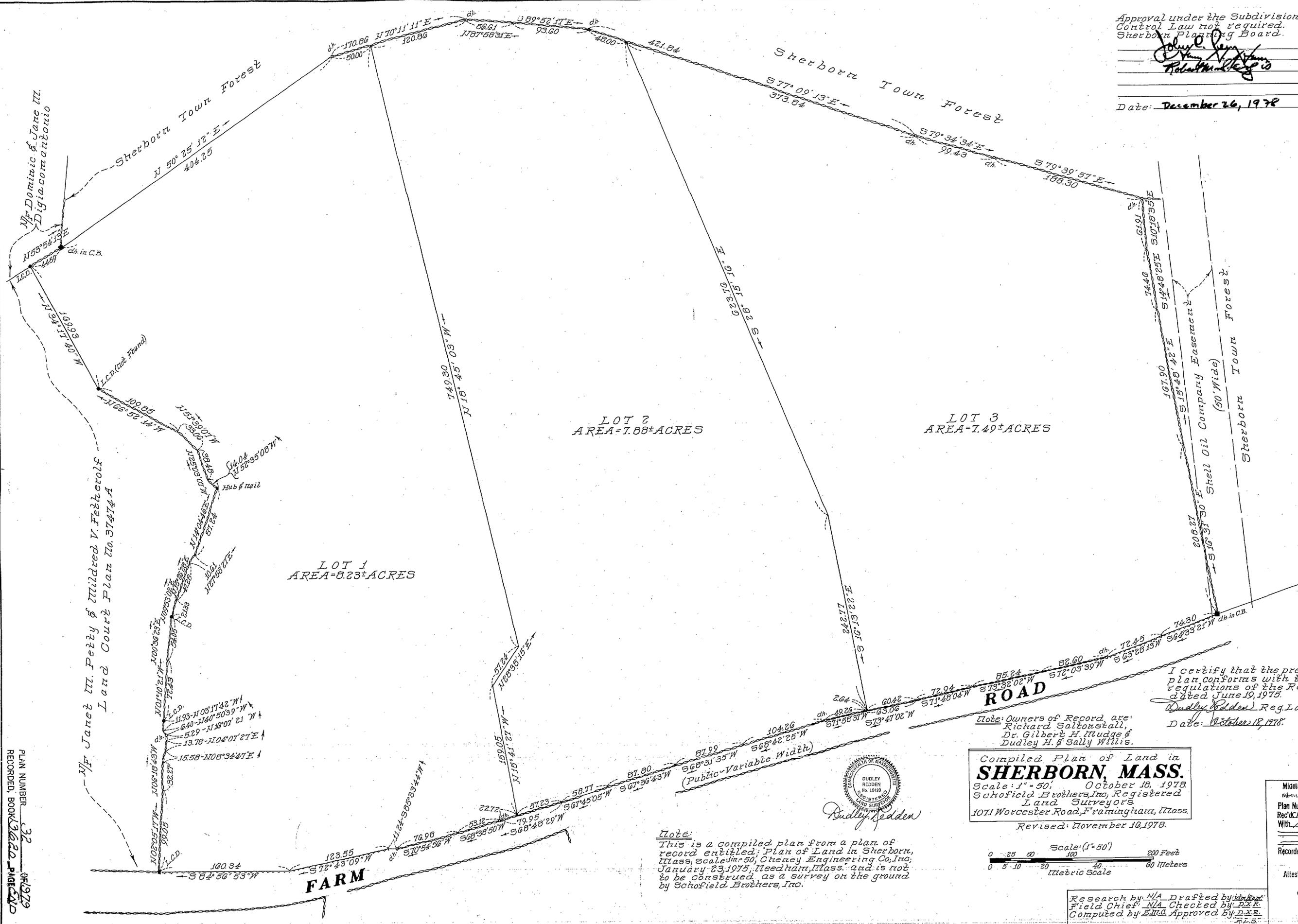
*John E. Judd*  
*Robert M. Judd*

Date: December 26, 1978

Land Court No. 37474



E-1387



LOT 2  
AREA=7.88<sup>±</sup>ACRES

LOT 3  
AREA=7.49<sup>±</sup>ACRES

LOT 1  
AREA=8.23<sup>±</sup>ACRES

ROAD

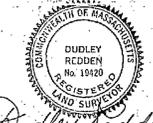
I certify that the preparation of this plan conforms with the rules and regulations of the Registers of Deeds, dated June 19, 1975.

*Dudley J. Judd* Reg. Land Surveyor

Date: October 18, 1978

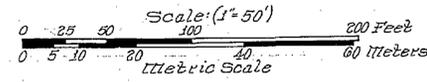
Note: Owners of Record are:  
Richard Saltounstall,  
Dr. Gilbert H. Mudge &  
Dudley H. & Sally Willis.

Compiled Plan of Land in  
**SHERBORN, MASS.**  
Scale: 1" = 50' October 18, 1978  
Schofield Brothers, Inc., Registered  
Land Surveyors  
1071 Worcester Road, Framingham, Mass.  
Revised: November 10, 1978.



*Dudley J. Judd*

Note:  
This is a compiled plan from a plan of record entitled: Plan of Land in Sherborn, Mass., scale 1"=50', Cheney Engineering Co., Inc., January 23, 1975, Needham, Mass. and is not to be construed as a survey on the ground by Schofield Brothers, Inc.



Research by: N/A Drafted by: *John E. Judd*  
Field Chief: N/A Checked by: *PKK*  
Computed by: *EMC* Approved by: *PKK*

Middlesex Registry of Deeds, So. Dist.  
CAMBRIDGE, MASS.  
Plan Number 32 of 1979  
Rec'd JAN 5 1979 at 2:26 P.M.  
With ABOVE Doc. No.

Recorded, Book 3620 Page END

Attest: *John F. J. Judd* Register

FEB 20 1979  
BY: *NL*

PLAN NUMBER 32 OF 1979  
RECORDED, BOOK 3620 PAGE END

11-19-78 1328-1350

13.50

DEED TO RICHARD SALTONSTALL  
AND DUDLEY H. WILLIS AND SALLY S. WILLIS

WE, RICHARD SALTONSTALL of Sherborn, Middlesex County, Massachusetts,  
DUDLEY H. WILLIS and SALLY S. WILLIS both of Sherborn, Middlesex County,  
Massachusetts, husband and wife as tenants by the entirety, and GILBERT  
H. MUDGE and BARBARA J. MUDGE both of Sherborn, Middlesex County, Mass-  
achusetts, husband and wife as tenants by the entirety, each of such  
three interest being held as tenants in common with the other two, for  
the consideration of one hundred dollars (100.00) or less grant to  
RICHARD SALTONSTALL of 174 Farm Road, Sherborn, Middlesex County, Massa-  
chusetts and DUDLEY H. WILLIS and SALLY S. WILLIS of 216 Farm Road,  
Sherborn, Middlesex County, Massachusetts, husband and wife as tenants  
by the entirety, each of such two interests to be held as tenants in  
common in equal undivided shares,

a certain piece or parcel of land, with any buildings thereon, situated  
in Sherborn, Middlesex County, Massachusetts and being shown as Lot 3  
on a plan of land entitled "Compiled Plan of Land in Sherborn, Massachu-  
setts" by Schofield Brothers, Inc., 1071 Worcester Road, Framingham, Mass-  
achusetts, dated October 18, 1978, duly recorded at the Middlesex South  
Registry of Deeds at the end (last page) of Book 13620 on January 5, 1979

Said parcel being more particularly bounded and described as follows:

Beginning at the southeasterly corner thereof at the northerly side  
of Farm Road at land of Sherborn Town Forest;

Thence northerly by the Sherborn Town Forest by four courses meas-  
uring 208.27 feet, 167.90 feet, 74.46 feet and 61.91 feet;

Thence northwesterly by the Sherborn Town Forest by 3 courses meas-  
uring 188.30 feet, 99.43 feet and 373.84 feet;

Thence southeasterly by Lot 2 on said plan by two courses measuring 623.76 feet and 242.77 feet;

Thence easterly by Farm Road by six courses measuring 60.42 feet, 72.94 feet, 85.24 feet, 82.60 feet, 72.45 feet and 74.30 feet; containing 7.49 acres more or less according to said plan.

The said grantors having previously agreed to certain prior restrictions stated in the deed of William F. Murphy and Paul J. Murphy to the said grantors dated December 31, 1976 and recorded at the Middlesex South Registry of Deeds, Book 13119, page 719 do now agree and consent, as provided for in said prior deed, to terminate any and all previous restrictions. Such mutual agreement is evidenced by the signing of this deed by the said grantors of this deed.

Further it is agreed by the grantees named in this deed that the following provisions shall attach to said piece or parcel of land hereinbefore described and shall be for the benefit of and appurtenant to Lots 1 and 2 as shown on said Plan and shall be for the benefit of Charles-cote Farm Trust I & II, their successors and assigns, being the property conveyed to them by deeds dated May 8, 1922, June 15, 1925, May 26, 1926 and recorded at the Middlesex South Registry of Deeds in Book 4512, page 589, Book 4854, page 68 and Book 4976, page 220 respectively.

1. The parcel hereinbefore described shall not be subdivided into lots or parcels, nor shall any conveyance or transfer of less than the whole parcel be made.

2. The above restriction shall be considered a covenant running with the land and shall bind the undersigned grantees, their successors and assigns.

For our title see deed of William F. Murphy and Paul J. Murphy dated December 31, 1976 recorded at Middlesex South Registry of Deeds Book 13119, page 719

WITNESS our hands and seals this 28 day of April, 1979

Dudley H. Willis  
Dudley H. Willis (as grantor)

Sally S. Willis  
Sally S. Willis (as grantor)

Commonwealth of Massachusetts

Suffolk, S.S.

May 1, 1979

Then personally appeared the above named DUDLEY H. WILLIS, and acknowledged the foregoing instrument to be his free act and deed, before me,

Greg Edwards  
Notary Public



WITNESS our hands and seals this 28 day of April, 1979

Gilbert H. Mudge G.H.M.  
Gilbert H. Mudge

Barbara J. Mudge B.J.M.  
Barbara J. Mudge

Commonwealth of Massachusetts

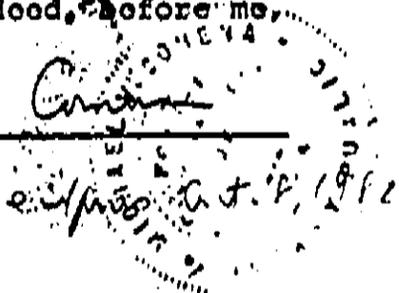
MIDDLESEX, S.S.

April 28, 1979

Then personally appeared the above named GILBERT H. MUDGE, and acknowledged the foregoing instrument to be his free act and deed, before me,

Michael V. Condon  
Notary Public

My Commission Expires Oct. 8, 1982



WITNESS our hands and seals this 28 day of April, 1979

Richard Saltonstall  
Richard Saltonstall (as grantor)

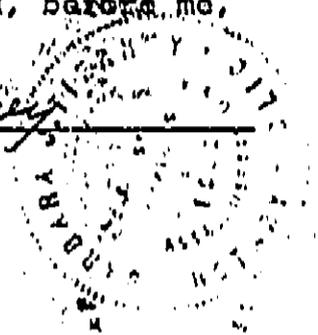
Commonwealth of Massachusetts

Suffolk, s.s.

May 1, 1979

Then personally appeared the above named RICHARD SALTONSTALL, and acknowledged the foregoing instrument to be his free act and deed, before me,

Barbara J. Leung  
Notary Public



WITNESS our hands and seals this 1st day of May, 1979

Dudley H. Willis  
Dudley H. Willis (as grantee)

Sally S. Willis  
Sally S. Willis (as grantee)

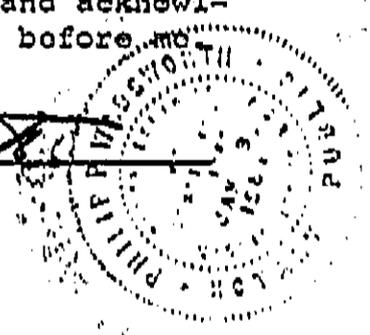
Commonwealth of Massachusetts

Suffolk, s.s.

May 1, 1979

Then personally appeared the above named DUDLEY H. WILLIS, and acknowledged the foregoing instrument to be his free act and deed, before me,

Philip DeBenedictis  
Notary Public



WITNESS our hands and seals this 27 day of April, 1979

Richard Saltonstall  
Richard Saltonstall (as grantee)

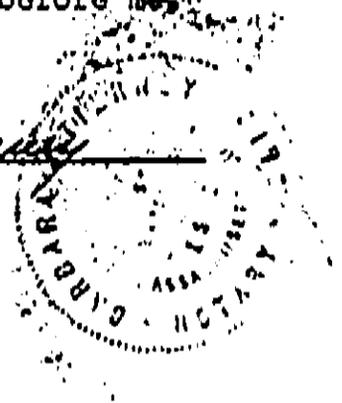
Commonwealth of Massachusetts

Suffolk, s.s.

May 1, 1979

Then personally appeared the above named RICHARD SALTONSTALL, and acknowledged the foregoing instrument to be his free act and deed, before me,

Barbara J. L...  
Notary Public



1350

11-19-81 1038 131PE\*\*1354

DEED TO GILBERT H. MUDGE AND BARBARA J. MUDGE

WE, RICHARD SALTONSTALL of Sherborn, Middlesex County, Massachusetts,  
 DUDLEY H. WILLIS and SALLY S. WILLIS both of Sherborn, Middlesex County,  
 Massachusetts, being husband and wife as tenants by the entirety, and  
 GILBERT H. MUDGE and BARBARA J. MUDGE both of Sherborn, Middlesex County,  
 Massachusetts, being husband and wife as tenants by the entirety, each  
 of such three interests being held as tenants in common with the other  
 two, for the consideration of one hundred dollars (100.00) or less grant  
 to GILBERT H. MUDGE and BARBARA J. MUDGE, husband and wife as tenants  
 by the entirety, both of 64 Farm Road, Sherborn, Middlesex County, Mass-  
 achusetts,

a certain piece or parcel of land, with any buildings thereon, situated  
 in Sherborn, Middlesex County, Massachusetts and being shown as Lot 2  
 on a plan of land entitled "Compiled Plan of Land in Sherborn, Massachu-  
 setts" by Schofield Brothers, Inc., 1071 Worcester Road, Framingham, Mass-  
 achusetts dated October 18, 1978, duly recorded at the Middlesex South  
 Registry of Deeds at the end (last page) of Book 13620 on January 5, 1979.

Said parcel being more particularly bounded and described as follows:

Beginning at the southwesterly corner at the northerly side of Farm  
 Road at Lot 1 of said plan;

Thence northerly, northeasterly, and northerly by the said Lot 1  
 by three courses measuring 159.05 feet, 57.24 feet and 749.30 feet;

Thence easterly by the Sherborn Town Forest by four courses measur-  
 ing 120.86 feet, 56.61 feet, 93.60 feet and 48.00 feet;

Thence southeasterly by Lot 3 of said plan by two courses measuring  
 623.76 feet and 242.77 feet;

Thence westerly by Farm Road by seven courses measuring 2.64 feet,  
 49.26 feet, 104.26 feet, 87.99 feet, 87.80 feet, 58.77 feet and 57.23  
 feet;

Containing 7.88 acres more or less according to said plan.

The said grantors having previously agreed to certain prior restrictions stated in the deed of William F. Murphy and Paul J. Murphy to the said grantors dated December 31, 1976 and recorded at the Middlesex South Registry of Deeds, Book 13119, page 719 do now agree and consent, as provided for in said prior deed, to terminate any and all previous restrictions. Such mutual agreement is evidenced by the signing of this deed by the said grantors of this deed.

Further is is agreed by the grantees named in this deed that the following provisions shall attach to said piece or parcel of land hereinbefore described and shall be for the benefit of and appurtenant to Lots 1 and 3 as shown on said Plan and shall be for the benefit of Charlescote Farm Trust I & II, their successors and assigns, being the property conveyed to them by deeds dated May 8, 1922, June 15, 1925, May 26, 1926 and recorded at the Middlesex South Registry of Deeds in Book 4512, page 589, Book 4854, page 68 and Book 4976, page 220 respectively.

1. The parcel hereinbefore described shall not be subdivided into lots or parcels nor shall any conveyance or transfer of less than the whole parcel be made.

2. The above restriction shall be considered a covenant running with the land and shall bind the undersigned grantees their successors and assigns.

For our title see deed of William F. Murphy and Paul J. Murphy dated December 31, 1976 recorded at Middlesex South Registry of Deeds Book 13119, page 719.

WITNESS our hands and seals this 1st day of May, 1979

Dudley H. Willis  
Dudley H. Willis

Sally S. Willis  
Sally S. Willis

Commonwealth of Massachusetts

5/1/79 . S.S.

May 1, 1979

Then personally appeared the above named DUDLEY H. WILLIS, and acknowledged the foregoing instrument to be his free act and deed, before me.

R. J. Andrews  
Notary Public



WITNESS our hands and seals this 28<sup>th</sup> day of April, 1979

Gilbert H. Mudge  
Gilbert H. Mudge (as grantee)

Barbara J. Mudge  
Barbara J. Mudge (as grantee)

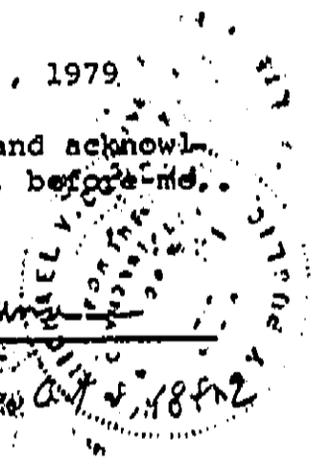
Commonwealth of Massachusetts

MIDDLESEX S.S.

April 28, 1979

Then personally appeared the above named GILBERT H. MUDGE, and acknowledged the foregoing instrument to be his free act and deed, before me.

Michael V. Conroy  
Notary Public  
my commission expires Oct 5, 1982



WITNESS our hands and seals this 26<sup>th</sup> day of April, 1979

*Richard Saltonstall*

Richard Saltonstall

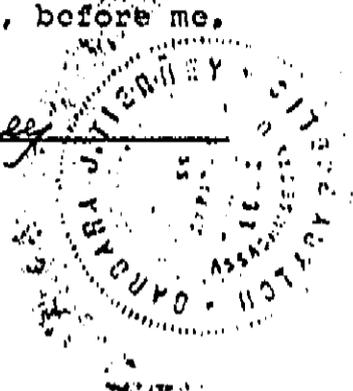
Commonwealth of Massachusetts

*Suffolk*, s.s.

*May 1*, 1979

Then personally appeared the above named RICHARD SALTONSTALL, and acknowledged the foregoing instrument to be his free act and deed, before me.

*Barbara J. Lewis*  
Notary Public



*Gilbert H. Mudge*  
Gilbert H. Mudge (as grantor)

*Barbara J. Mudge*  
Barbara J. Mudge (as grantor)

Commonwealth of Massachusetts

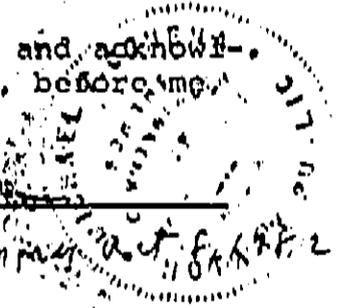
*Middlesex*, s.s.

*May 3*, 1979

Then personally appeared the above named GILBERT H. MUDGE, and acknowledged the foregoing instrument to be his free act and deed, before me.

*Richard V. Cameron*  
Notary Public

*My commission expires 11/8/82*



1110-15

01-2-89 9:59 07837  
Lot 1, Farm Road, Sherborn, Massachusetts

D. McLaughlin Building Co., Inc.  
a corporation duly established under the laws of the Commonwealth of Massachusetts  
and having its usual place of business at 20 Dexter Drive, Sherborn, Middlesex County,  
County, Massachusetts

for consideration paid, and in full consideration of Sixty-Two Thousand (\$62,000.00)  
Dollars

grants to Malcolm R. Kahn and Melanie B. Kahn, husband and wife as  
joint tenants,  
of 76 Whitney Street, Sherborn, Massachusetts with quitclaim covenants

~~the land in~~ a certain parcel of land, with any buildings thereon situated  
in Sherborn, Middlesex County, Massachusetts and being shown as Lot 1  
(Description and encumbrances, if any)

on a plan of land entitled "Compiled Plan of Land in Sherborn, Massa-  
chusetts" by Schofield Brothers, Inc., 1071 Worcester Road, Framingham,  
Massachusetts dated October 18, 1978, duly recorded at the Middlesex  
South Registry of Deeds at the end (last page) of Book 13620 on January  
5, 1979

Said parcel being more particularly bounded and described as follows:

Beginning at the southwesterly corner thereof on the northerly  
side of Farm Road at land now or formerly of Janet M. Petty and Mildred  
Fetherolf:

Thence northerly, northeasterly, and northwesterly by land of said  
Petty and Fetherolf, by eighteen courses measuring 99.05 feet, 32.27 feet,  
15.58 feet, 13.78 feet, 5.29 feet, 6.40 feet, 11.93 feet, 72.43 feet,  
54.05 feet, 21.33 feet, 47.28 feet, 10.61 feet, 87.24 feet, 14.04 feet,  
38.48 feet, 33.06 feet, 109.85 feet and 169.93 feet;

Thence northeasterly by the Sherborn Town Forest, by three courses  
measuring 44.59 feet, 404.25 feet and 50.00 feet;

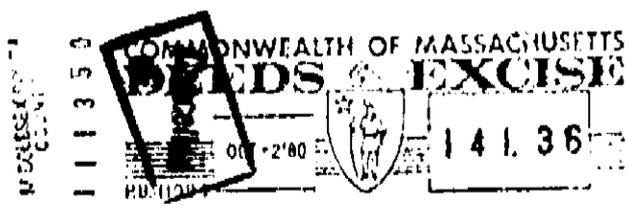
Thence southeasterly, southwesterly and southerly by Lot 2 of said  
plan, by three courses measuring 749.30 feet, 57.24 feet and 159.05  
feet;

Thence westerly by Farm Road by six courses measuring 22.72 feet,  
53.12 feet, 76.98 feet, 11.24 feet, 123.55 feet and 160.34 feet.

Containing 8.23 acres more or less according to said plan.

This conveyance is subject to certain restrictions and conditions  
as recited in the deed of Richard Saltonstall to D. McLaughlin Building Co.,  
Inc. dated February 20, 1980 and recorded with Middlesex South District  
Registry of Deeds in Book 13926, Page 211.

For grantors title see deed of Richard Saltonstall dated February  
20, 1980 and recorded with said deeds in Book 13926, Page 212.



**In witness whereof,** the said D. McLaughlin Building Co., Inc. has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by Darrell G. McLaughlin

its President and hereto duly authorized, this 1st day of October Treasurer in the year one thousand nine hundred and eighty

Signed and sealed in presence of

*John P. Burke*  
John P. Burke, Witness

by *Darrell G. McLaughlin*  
D. McLaughlin Building Co., Inc.  
Darrell G. McLaughlin, President & Treasurer

The Commonwealth of Massachusetts

Middlesex, ss. October 1, 19 80

Then personally appeared the above named Darrell G. McLaughlin and acknowledged the foregoing instrument to be the free act and deed of the D. McLaughlin Building Co., Inc. before me

*John P. Burke*  
John P. Burke Notary Public - ~~Notary Public~~

My commission expires January 9,



CHAPTER 183 SEC. 6 AS AMENDED BY CHAPTER 397 OF 1969

Every deed presented for record shall contain or have endorsed upon it the full name, residence and post office address of the grantee and a recital of the amount of the full consideration thereof in dollars or the nature of the other consideration therefor, if not delivered for a specific monetary sum. The full consideration shall mean the total price for the conveyance without deduction for any liens or encumbrances assumed by the grantee or remaining thereon. All such endorsements and recitals shall be recorded as part of the deed. Failure to comply with this section shall not affect the validity of any deed. No register of deeds shall accept a deed for recording unless it is in compliance with the requirements of this section.

## DEED

I, RICHARD SALTONSTALL of Sherborn, Middlesex County, Massachusetts,  
for consideration of sixty two thousand dollars (\$62,000.00) grant to  
a Massachusetts Corporation, principal place  
D. McLaughlin Building Co., Inc., 20 Dexter Drive, Sherborn, Middle-  
sex County, Massachusetts,  
of business

a certain piece or parcel of land, with any buildings thereon situated  
in Sherborn, Middlesex County, Massachusetts and being shown as Lot 1  
on a plan of land entitled "Compiled Plan of Land in Sherborn, Massa-  
chusetts" by Schofield Brothers, Inc., 1071 Worcester Road, Framingham,  
Massachusetts dated October 18, 1978, duly recorded at the Middlesex  
South Registry of Deeds at the end (last page) of Book 13620 on Jan-  
uary 5, 1979

Said parcel being more particularly bounded and described as follows:

Beginning at the southwesterly corner thereof on the northerly  
side of Farm Road at land now or formerly of Janet M. Petty and Mildred  
Fetherolf;

Thence northerly, northeasterly, and northwesterly by land of said  
Petty and Fetherolf, by eighteen courses measuring 99.05 feet, 32.27  
feet, 15.58 feet, 13.78 feet, 5.29 feet, 6.40 feet, 11.93 feet, 72.43  
feet, 54.05 feet, 21.33 feet, 47.28 feet, 10.61 feet, 87.24 feet, 14.04  
feet, 38.48 feet, 33.06 feet, 109.85 feet and 169.93 feet;

Thence northeasterly by the Sherborn Town Forest, by three courses  
measuring 44.59 feet, 404.25 feet and 50.00 feet;

Thence southeasterly, southwestly and southerly by Lot 2 of said  
plan, by three courses measuring 749.30 feet, 57.24 feet and 159.05 feet;

Thence westerly by Farm Road by six courses measuring 22.72 feet,  
53.12 feet, 76.98 feet, 11.24 feet, 123.55 feet and 160.34 feet.

Containing 8.23 acres more or less according to said plan.

Further it is agreed by the grantee named in this deed that the  
following provisions shall attach to said piece or parcel of land here-  
inbefore described and shall be for the benefit of and appurtenant to

20 Dexter Drive, Sherborn, Massachusetts 01770

11/10/79 1578 \*\*10.00

Lots 2 and 3 as shown on said Plan and shall be for the benefit of Charlescote Farm Trust I & II, their successors and assigns, being the property conveyed to them by deeds dated May 8, 1922, June 15, 1925, May 26, 1926 and recorded at the Middlesex South Registry of Deeds in Book 4512, page 589, Book 4854, page 68 and Book 4976, page 220 respectively.

1. The parcel hereinbefore described shall not be subdivided into lots or parcels, nor shall any conveyance or transfer of less than the whole parcel be made.

2. The above restriction shall be considered a covenant running with the land and shall bind the undersigned grantee, his successors and assigns.

For my title see deed of Richard Saltonstall, Dudley H. Willis and Sally S. Willis and Gilbert H. Mudge and Barbara J. Mudge dated May 1, 1979, recorded at Middlesex South Registry of Deeds Book 13688, page 659.

WITNESS my hand and seal this 20th day of February, 1979.1980.

Richard Saltonstall  
Richard Saltonstall (as grantor)

State of Arizona

Maricopa County , SS.

February 20 , 1980 80

Then personally appeared the above named RICHARD SALTONSTALL, and acknowledged the foregoing instrument to be his free act and deed, before me.

Donna Richards  
Notary Public  
DONNA RICHARDS  
NOTARY PUBLIC  
MARICOPA COUNTY, ARIZONA

Cancelled  
COMMISSION EXPIRES  
MAY 15 1980  
MARI COPA  
ARIZONA  
36  
Cancelled  
Cancelled

## DEED

I, RICHARD SALTONSTALL of Sherborn, Middlesex County, Massachusetts,  
for consideration of sixty two thousand dollars (\$62,000.00) grant to  
a Massachusetts Corporation, principal place  
D. McLaughlin Building Co., Inc., 20 Dexter Drive, Sherborn, Middle-  
sex County, Massachusetts,  
of business

a certain piece or parcel of land, with any buildings thereon situated  
in Sherborn, Middlesex County, Massachusetts and being shown as Lot 1  
on a plan of land entitled "Compiled Plan of Land in Sherborn, Massa-  
chusetts" by Schofield Brothers, Inc., 1071 Worcester Road, Framingham,  
Massachusetts dated October 18, 1978, duly recorded at the Middlesex  
South Registry of Deeds at the end (last page) of Book 13620 on Jan-  
uary 5, 1979

Said parcel being more particularly bounded and described as follows:

Beginning at the southwesterly corner thereof on the northerly  
side of Farm Road at land now or formerly of Janet M. Petty and Mildred  
Fetherolf;

Thence northerly, northeasterly, and northwesterly by land of said  
Petty and Fetherolf, by eighteen courses measuring 99.05 feet, 32.27  
feet, 15.58 feet, 13.78 feet, 5.29 feet, 6.40 feet, 11.93 feet, 72.43  
feet, 54.05 feet, 21.33 feet, 47.28 feet, 10.61 feet, 87.24 feet, 14.04  
feet, 38.48 feet, 33.06 feet, 109.85 feet and 169.93 feet;

Thence northeasterly by the Sherborn Town Forest, by three courses  
measuring 44.59 feet, 404.25 feet and 50.00 feet;

Thence southeasterly, southwestly and southerly by Lot 2 of said  
plan, by three courses measuring 749.30 feet, 57.24 feet and 159.05 feet;

Thence westerly by Farm Road by six courses measuring 22.72 feet,  
53.12 feet, 76.98 feet, 11.24 feet, 123.55 feet and 160.34 feet.

Containing 8.23 acres more or less according to said plan.

Further it is agreed by the grantee named in this deed that the  
following provisions shall attach to said piece or parcel of land here-  
inbefore described and shall be for the benefit of and appurtenant to

20 Dexter Drive, Sherborn, Massachusetts 01770

20 Dexter Drive, Sherborn, Massachusetts 01770

710 / 15

Lots 2 and 3 as shown on said Plan and shall be for the benefit of Charlescote Farm Trust I & II, their successors and assigns, being the property conveyed to them by deeds dated May 8, 1922, June 15, 1925, May 26, 1926 and recorded at the Middlesex South Registry of Deeds in Book 4512, page 589, Book 4854, page 68 and Book 4976, page 220 respectively.

1. The parcel hereinbefore described shall not be subdivided into lots or parcels, nor shall any conveyance or transfer of less than the whole parcel be made.

2. The above restriction shall be considered a covenant running with the land and shall bind the undersigned grantee, his successors and assigns.

For my title see deed of Richard Saltonstall, Dudley H. Willis and Sally S. Willis and Gilbert H. Mudge and Barbara J. Mudge dated May 1, 1979, recorded at Middlesex South Registry of Deeds Book 13688, page 659.

WITNESS my hand and seal this 20th day of February, 1979.1980.

Richard Saltonstall  
Richard Saltonstall (as grantor)

State of Arizona

Maricopa County, AZ.

February 20, 1980

Then personally appeared the above named RICHARD SALTONSTALL, and acknowledged the foregoing instrument to be his free act and deed, before me.

Donna Richards  
Notary Public  
DONNA RICHARDS  
NOTARY PUBLIC  
MARICOPA COUNTY, ARIZONA

Cancelled  
COMMISSION EXPIRES  
MAY 15 1980  
MARI COPA  
ARIZONA  
36  
Cancelled  
Cancelled

R25.

DEED TO GILBERT H. MUDGE, JR. AND  
BARBARA J. MUDGE

We, RICHARD SALTONSTALL, individually, of 174 Farm Road, Sherborn, Middlesex County, Massachusetts, DUDLEY H. WILLIS and SALLY S. WILLIS of 216 Farm Road, Sherborn, Middlesex County, Massachusetts, husband and wife as tenants by the entirety, each of such two interests being held as tenants in common with the other one, for consideration of two thousand five hundred (2,500.00) dollars grant to GILBERT H. MUDGE, JR. and BARBARA J. MUDGE of 64 Farm Road, Sherborn, Middlesex County, Massachusetts, husband and wife as tenants by the entirety, with QUITCLAIM COVENANTS

a certain piece or parcel of land, situated in Sherborn, Middlesex County, Massachusetts and being shown as Lot 3A on a plan of land entitled "Plan of Land in Sherborn, Massachusetts" by Schofield Brothers, Inc., 1071 Worcester Road, Framingham, Massachusetts, dated October 15, 1981, duly recorded at the Middlesex South Registry of Deeds herewith.

Said parcel being more particularly bounded and described as follows:

Beginning at the southeasterly corner thereof at the northerly side of Farm Road at land now or formerly in the ownership of Richard Saltonstall, Dudley H. Willis and Sally S. Willis;

Thence southwesterly by Farm Road by two courses measuring 39.58 feet, and 60.42 feet;

Thence northwesterly by land owned by Gilbert H. Mudge, Jr. and Barbara J. Mudge and shown as Lot 2 on such plan by one course measuring 242.77 feet to a point;

Thence in a northwesterly direction by the same Lot 2 by one course measuring 30 feet to a point;

Thence easterly by land designated as Lot 3B of such plan now or formerly in the ownership of Richard Saltonstall, Dudley H. Willis and Sally S. Willis by one course measuring 99.82 feet to a point;

3-21-81 1:56 188E\*425E

1337 SEE PLAN III RECORD BOOK 14482 PAGE 233

Thence southeasterly by the same Lot 3<sup>B</sup> as shown on said plan by one course measuring 250.00 feet to the point of beginning.

Said Lot 3A containing 24,993, plus or minus, square feet.

This conveyance is made subject to a conservation restriction, the terms of which are as follows: that neither the grantees, their heirs, successors or assigns will perform the following acts or permit others to perform them.

1. No building, sign, outdoor advertising display, mobile home, motorized vehicle, utility pole or other temporary or permanent structure will be constructed, placed or permitted to remain on said parcel.

2. No sand, gravel, rock or other mineral substance, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste, snow or unsightly or offensive material will be placed, stored or dumped thereon.

3. No loam, peat, gravel sand, rock or other mineral resource or natural deposit shall be excavated or removed from said parcel in such a manner as to affect the surface thereof.

This conveyance is made upon the express condition that the land shall forever be kept in its natural state, it being the intention of the grantors hereby to convey fee simple subject to a condition subsequent, the breach of which may cause the forfeiture of the fee, and to retain a right of entry for condition broken.

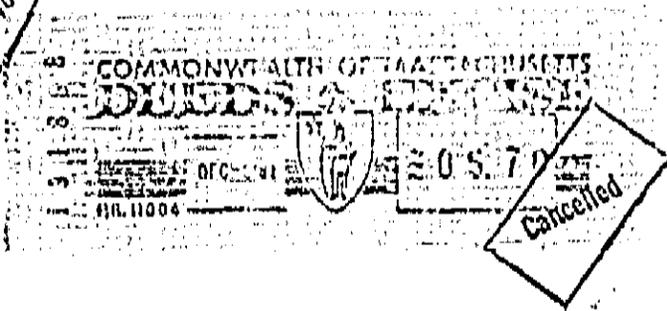
For the grantor's title see deed from Richard Saltonstall of Sherborn and Dudley H. Willis and Sally S. Willis, both of Sherborn, and Gilbert H. Mudge, Jr. and Barbara J. Mudge, both of Sherborn, to the grantors dated May 11, 1979 and recorded at Middlesex South Registry of Deeds in Book 13688, Page 654.

WITNESS our hands and seals this 3rd day of December, 1981

Dudley H. Willis  
Dudley H. Willis (as grantor)

Sally S. Willis  
Sally S. Willis (as grantor)

Cancelled



Commonwealth of Massachusetts

Suffolk, ss.

Dec. 3 1981

Then personally appeared the above named DUDLEY H. WILLIS, and acknowledged the foregoing instrument to be his free act and deed, before me

*[Signature]*  
Notary Public JOHN L. WORDEN, III  
Notary Public

My Commission Expires Nov. 14, 1986

WITNESS our hands and seals this 3rd day of December, 1981

*Richard Saltonstall*  
Richard Saltonstall (as grantor)

Commonwealth of Massachusetts

Suffolk, ss.

December 3 1981

Then personally appeared the above named RICHARD SALTONSTALL, and acknowledged the foregoing instrument to be his free act and deed, before me

*Dudley H. Willis*  
Notary Public



## SHERBORN CONSERVATION COMMISSION

We, RICHARD SALTONSTALL, individually, of 174 Farm Road, Sherborn, Middlesex County, Massachusetts, DUDLEY H. WILLIS and SALLY S. WILLIS of 216 Farm Road, Sherborn, Middlesex County, Massachusetts, husband and wife as tenants by the entirety, each of such two interests being held as tenants in common with the other one, for consideration of less than one hundred (100.00) dollars grant to the TOWN OF SHERBORN CONSERVATION COMMISSION, (address of grantee: Town Office Building, P.O. Box 78, Main Street, Sherborn, Massachusetts 01770) for CONSERVATION PURPOSES ONLY and with QUITCLAIM COVENANTS

a certain parcel of land, situated in Sherborn, Middlesex County, Massachusetts and being shown as Lot 3B on a plan of land entitled "Plan of Land in Sherborn, Massachusetts" by Schofield Brothers, Inc., 1071 Worcester Road, Framingham, Massachusetts, dated October 15, 1981, duly recorded at the Middlesex South Registry of Deeds herewith.

Said parcel being more particularly bounded and described as follows:

Beginning at the southeasterly corner thereof at the northerly side of Farm Road at land now or formerly in the ownership of Richard Saltonstall, Dudley H. Willis and Sally S. Willis.

Thence running southwesterly by Farm Road by five courses measuring 74.30 feet, 72.45 feet, 82.60 feet, 85.24 feet and 33.36 foot to a point;

Thence running northwesterly by land now or formerly owned by Gilbert H. Mudge, Jr. and Barbara J. Mudge shown as Lot 3A on such plan by one course measuring 250.00 feet to a point;

Thence running westerly by land now or formerly owned by Gilbert H. Mudge, Jr. and Barbara J. Mudge shown as Lot 3A on such plan by one course measuring 99.82 feet to a point;

RECORDED  
 PLAN N ~~14482~~ 1337  
 14482 33

running

Thence/northwesterly by land now or formerly owned by Gilbert H. Mudge, Jr. and Barbara J. Mudge shown as Lot 2 on such plan by one course measuring 623.76 feet to a point;

running

Thence/southeasterly by the Sherborn Town Forest in three courses measuring 373.84 feet, 99.43 feet and 188.30 feet to a point;

running

Thence/southerly by the Sherborn Town Forest in part and the Shell Oil Company Easement in part in four courses measuring 61.91 feet, 74.46 feet, 167.90 feet and 208.27 feet to the point of the beginning.

Said Lot 3B containing 6.92 acres more or less.

A portion of Lot 3B is subject to an easement to the Shell Oil Company as shown on such plan.

This conveyance is made upon the express condition that the land shall forever be kept in its natural state, it being the intention of the grantors hereby to convey fee simple subject to a condition subsequent, the breach of which may cause the forfeiture of the fee, and to retain a right of entry for condition broken.

For the grantor's title see deed from Richard Saltonstall of Sherborn and Dudley H. Willis and Sally S. Willis, both of Sherborn, and Gilbert H. Mudge, Jr. and Barbara J. Mudge, both of Sherborn, to the grantors dated May 11, 1979 and recorded at Middlesex South Registry of Deeds in Book 13688, Page 654.

WITNESS our hands and seals this 3rd day of December, 1981

Dudley H. Willis  
Dudley H. Willis (as grantor)

Sally S. Willis  
Sally S. Willis (as grantor)

Commonwealth of Massachusetts

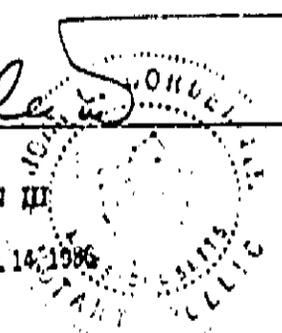
Suffolk, ss.

Dec. 3 1981

Then personally appeared the above named DUDLEY H. WILLIS, and acknowledged the foregoing instrument to be his free act and deed, before me

John L. Worden III  
Notary Public

JOHN L. WORDEN III  
Notary Public  
My Commission Expires Nov. 14, 1986



WITNESS our hands and seals this *3rd* day of *December*, 1981

*Richard Saltonstall*  
Richard Saltonstall (as grantor)

Commonwealth of Massachusetts

Suffolk, ss. *December 3* 1981

Then personally appeared the above named RICHARD SALTONSTALL, and acknowledged the foregoing instrument to be his free act and deed, before me

*Dudley H. Wilks*  
Notary Public



## DEED

I, RICHARD SALTONSTALL of Sherborn, Middlesex County, Massachusetts,  
 for consideration of sixty two thousand dollars (\$62,000.00) grant to  
 a Massachusetts Corporation, principal place  
 D. McLaughlin Building Co., Inc., 20 Dexter Drive, Sherborn, Middle-  
 of business  
 sex County, Massachusetts.

a certain piece or parcel of land, with any buildings thereon situated  
 in Sherborn, Middlesex County, Massachusetts and being shown as Lot 1  
 on a plan of land entitled "Compiled Plan of Land in Sherborn, Massa-  
 chusetts" by Schofield Brothers, Inc., 1071 Worcester Road, Framingham,  
 Massachusetts dated October 18, 1978, duly recorded at the Middlesex  
 South Registry of Deeds at the end (last page) of Book 13620 on Jan-  
 uary 5, 1979

Said parcel being more particularly bounded and described as follows:

Beginning at the southwesterly corner thereof on the northerly  
 side of Farm Road at land now or formerly of Janet M. Petty and Mildred  
 Fetherolf;

Thence northerly, northeasterly, and northwesterly by land of said  
 Petty and Fetherolf, by eighteen courses measuring 99.05 feet, 32.27  
 foot, 15.58 feet, 13.78 feet, 5.29 foot, 6.40 feet, 11.93 feet, 72.43  
 feet, 54.05 feet, 21.33 feet, 47.28 feet, 10.61 feet, 87.24 feet, 14.04  
 feet, 38.48 feet, 33.06 feet, 109.85 feet and 169.93 feet;

Thence northeasterly by the Sherborn Town Forest, by three courses  
 measuring 44.59 feet, 404.25 feet and 50.00 feet;

Thence southeasterly, southwestly and southerly by Lot 2 of said  
 plan, by three courses measuring 749.30 feet, 57.24 feet and 159.05 feet;

Thence westerly by Farm Road by six courses measuring 22.72 feet,  
 53.12 feet, 76.98 feet, 11.24 feet, 123.55 feet and 160.34 feet.

Containing 8.23 acres more or less according to said plan.

Further it is agreed by the grantee named in this deed that the  
 following provisions shall attach to said piece or parcel of land here-  
 inbefore described and shall be for the benefit of and appurtenant to

20 Dexter Drive, Sherborn, Massachusetts 01770

20 Dexter Drive, Sherborn, Massachusetts 01770

710 / 15

Lots 2 and 3 as shown on said Plan and shall be for the benefit of Charlescote Farm Trust I & II, their successors and assigns, being the property conveyed to them by deeds dated May 8, 1922, June 15, 1925, May 26, 1926 and recorded at the Middlesex South Registry of Deeds in Book 4512, page 589, Book 4854, page 68 and Book 4976, page 220 respectively.

1. The parcel hereinbefore described shall not be subdivided into lots or parcels, nor shall any conveyance or transfer of less than the whole parcel be made.

2. The above restriction shall be considered a covenant running with the land and shall bind the undersigned grantee, his successors and assigns.

For my title see deed of Richard Saltonstall, Dudley H. Willis and Sally S. Willis and Gilbert H. Mudge and Barbara J. Mudge dated May 1, 1979, recorded at Middlesex South Registry of Deeds Book 13688, page 659.

WITNESS my hand and seal this 20th day of February, 1979.1980.

Richard Saltonstall  
Richard Saltonstall (as grantor)

State of Arizona

Maricopa County , SS.

February 20 , 1980 80

Then personally appeared the above named RICHARD SALTONSTALL, and acknowledged the foregoing instrument to be his free act and deed, before me.

Donna Richards  
Notary Public  
DONNA RICHARDS  
NOTARY PUBLIC  
MARICOPA COUNTY, ARIZONA

Cancelled  
COMMISSION EXPIRES  
MAY 15 1981  
MARI COPA  
ARIZONA  
36  
Cancelled  
Cancelled

1980 OCT 19 11:19 AM 13620

BK 14842 PG 272

2425-

We Malcolm R. Kahn and Melanie B. Kahn, husband and wife as joint tenants,

of Sherborn

Middlesex County, Massachusetts

~~being married,~~ for TWO HUNDRED SIXTY-FIVE THOUSAND DOLLARS (\$265,000.00) consideration paid grant to Martin Stein and Marlene Stein, husband and wife, as tenants by the entirety, both

of 55 Farm Rd., Sherborn, Mass.

warranty with ~~public~~ covenants

~~xxxxxxx~~ a certain parcel of land, with any buildings thereon situated in Sherborn, Middlesex County, Massachusetts, and being shown as Lot 1 on a plan of land entitled "Compiled Plan of Land in Sherborn, Massachusetts" by Schofield Brothers, Inc., 1071 Worcester Road, Framingham, Massachusetts dated October 18, 1978, duly recorded at the Middlesex South Registry of Deeds at the end (last page) of Book 13620 on January 5, 1979

Said parcel being more particularly bounded and described as follows:

Beginning at the southwesterly corner thereof on the northerly side of Farm Road at land now or formerly of Janet M. Petty and Mildred Fetherolf:

Thence northerly, northeasterly, and northwesterly by land of said Petty and Fetherolf, by eighteen courses measuring 99.05 feet, 32.27 feet, 15.58 feet, 13.78 feet, 5.29 feet, 6.40 feet, 11.93 feet, 72.43 feet, 54.05 feet, 21.33 feet, 47.28 feet, 10.61 feet, 87.24 feet, 14.04 feet, 38.48 feet, 33.06 feet, 109.85 feet and 169.93 feet;

Thence northeasterly by the Sherborn Town Forest, by three courses measuring 44.59 feet, 404.25 feet and 50.00 feet;

Thence southeasterly, southwesterly and southerly by Lot 2 of said plan, by three courses measuring 749.30 feet, 57.24 feet and 159.05 feet;

Thence westerly by Farm Road by six courses measuring 22.72 feet, 53.12 feet, 76.98 feet, 11.24 feet, 123.55 feet and 160.34 feet.

Containing 8.23 acres more or less according to said plan.

This conveyance is subject to certain restrictions and conditions as recited in the deed of Richard Saltonstall to D. McLaughlin Building Co, Inc. dated February 20, 1980 and recorded with Middlesex South District Registry of Deeds in Book 13926, Page 211.

Being the same premises granted by deed of D. McLaughlin Building Co., Inc. dated October 1, 1980 and recorded in Middlesex County

Registry of Deeds, Book 14085, Page 492.

BK 14842 PG 274

Witness our hands and seals this 3<sup>rd</sup> day of August, 1982

MALCOLM R. KAHN

MELANIE B. KAHN

STATE New Jersey  
The Commonwealth of Massachusetts

Bellevue

August 3, 1982

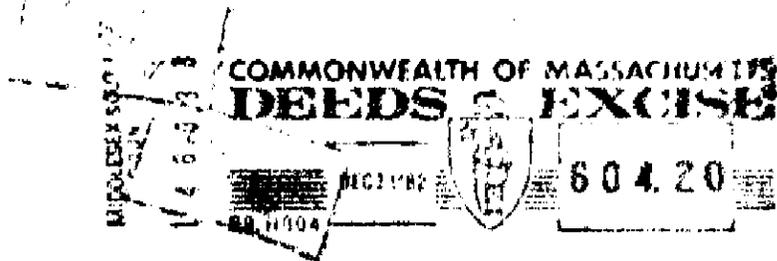
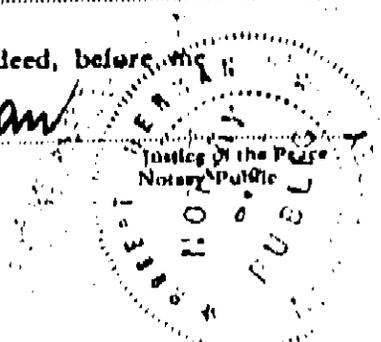
Then personally appeared the above-named MALCOLM R. KAHN and MELANIE B. KAHN

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

ROBERT HERMAN  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires October 19, 1988

*Robert Herman*

My Commission expires 19



CHAPTER 183 SEC. 6 AS AMENDED BY CHAPTER 497 OF 1969

Every deed presented for record shall contain or have endorsed upon it the full name, residence and post office address of the grantee and a recital of the amount of the full consideration thereof in dollars or the nature of the other consideration therefor, if not delivered for a specific monetary sum. The full consideration shall mean the total price for the conveyance without deduction for any liens or encumbrances assumed by the grantee or remaining thereon. All such endorsements and recitals shall be recorded as part of the deed. Failure to comply with this section shall not affect the validity of any deed. No register of deeds shall accept a deed for recording unless it is in compliance with the requirements of this section.

3M

QUITCLAIM DEED

We, GILBERT H. MUDGE, JR. and BARBARA J. MUDGE, husband and wife, of Sherborn, Middlesex County, Massachusetts, for consideration paid of One Dollar and No/100 (\$1.00) hereby grant to BARBARA J. MUDGE, having a mailing address of 64 Farm Road, Sherborn, Middlesex County, Massachusetts, with Quitclaim covenants, the following two parcels of land:

Parcel One:

A certain piece or parcel of land, with any buildings thereon, situated in Sherborn, Middlesex County, Massachusetts and being shown as Lot 2 on a plan of land entitled "Compiled Plan of Land in Sherborn, Massachusetts by Schofield Brothers, Inc., 1071 Worcester Road, Framingham, Massachusetts dated October 18, 1978, duly recorded at the Middlesex South District Registry of Deeds at the end (last page) of Book 13620 on January 5, 1979.

Said parcel being more particularly bounded and described as follows:

Beginning at the southwesterly corner at the northerly side of Farm Road at Lot 1 of said plan;

Thence northerly, northeasterly, and northerly by the said Lot 1 by three courses measuring 159.05 feet, 57.24 feet and 749.30 feet;

Thence easterly by the Sherborn Town Forest by four courses measuring 120.86 feet, 56.61 feet, 93.60 feet and 48.00 feet;

Thence southeasterly by Lot 3 of said plan by two courses measuring 623.76 feet and 242.77 feet;

Thence westerly by Farm Road by seven courses measuring 2.64 feet, 49.26 feet, 104.26 feet, 87.99 feet, 87.80 feet, 58.77 feet and 57.23 feet;

Containing 7.88 acres more or less according to said plan.

Subject to the restrictions contained in the deed referred to below and recorded in said Registry of Deeds in Book 13688, Page 651, to the extent the same are in full force and effect.

*Barbara J. Mudge, Ma.*

25.00  
697  
1015103  
55  
25.00  
1015103

Parcel Two:

A certain piece or parcel of land, situated in Sherborn, Middlesex County, Massachusetts and being shown as Lot 3A on a plan of land entitled "Plan of Land in Sherborn, Massachusetts" by Schofield Brothers, Inc., 1071 Worcester Road, Framingham, Massachusetts, dated October 15, 1981, duly recorded at the Middlesex South District Registry of Deeds as Plan No. 1337 of 1991 in Book 14482, Page 33.

Said parcel being more particularly bounded and described as follows:

Beginning at the southeasterly corner thereof at the northerly side of Farm Road at land now or formerly in the ownership of Richard Saltonstall, Dudley H. Willis and Sally S. Willis;

Thence southwesterly by Farm Road by two courses measuring 39.58 feet, and 60.42 feet;

Thence northwesterly by land owned by Gilbert H. Mudge, Jr. and Barbara J. Mudge and shown as Lot 2 on such plan by one course measuring 242.77 feet to a point;

Thence in a northwesterly direction by the same Lot 2 by one course measuring 30 feet to a point;

Thence easterly by land designated as Lot 3B of such plan now or formerly in the ownership of Richard Saltonstall, Dudley H. Willis and Sally S. Willis by one course measuring 99.82 feet to a point;

Thence southeasterly by the same Lot 3B as shown on said plan by one course measuring 250.00 feet to the point of beginning.

Said Lot 3A containing 24,993, plus or minus, square feet.

Subject to the restrictions contained in the deed referred to below and recorded in said Registry of Deeds in Book 14482, Page 033, to the extent the same are in full force and effect.

Meaning and intending to convey and hereby conveying all of the land that was conveyed to Gilbert H. Mudge, Jr. and Barbara J. Mudge by two deeds, one dated April 28, 1979 of Richard Saltonstall, Dudley H. Willis, Sally S. Willis, Gilbert H. Mudge, Jr. and Barbara J. Mudge, recorded in said Registry of Deeds in Book 13688, Page 650, and the other dated December 3, 1981 of Richard Saltonstall, Dudley H. Willis and Sally S. Willis recorded in said Registry of Deeds in Book 14482, Page 033.

Inasmuch as the consideration for this transfer is less than one hundred dollars (\$100.00), no deed stamps are required.

Witness our hands and seals this 20 day of April, 1999.

G. H. Mudge  
GILBERT H. MUDGE, JR.

Barbara J. Mudge  
BARBARA J. MUDGE

COMMONWEALTH OF MASSACHUSETTS

Suffolk ss:

April 20, 1999

Then personally appeared the above-named Gilbert H. Mudge, Jr. and acknowledged the foregoing instrument to be his free act and deed, before me.

Diane K. Venti - 4/20/99  
Notary Public  
My Commission Expires:

**DIANE VENTI**  
**NOTARY PUBLIC**  
My Commission Expires Nov. 30, 2001



Being the same premises described in a Deed from Martin A. Stein and Marlene W. Stein to Ernest B. Murphy and Mary J. Keenan, dated June 7, 1986 and recorded with said Deeds at Book 17158, Page 205, to which Deed reference may be made for Grantors' title.

WITNESS our hands and seals this 17<sup>th</sup> day of November, 2000.

Ernest B. Murphy  
Ernest B. Murphy

Mary J. Keenan  
Mary J. Keenan

COMMONWEALTH OF MASSACHUSETTS

Suffolk

ss.

November 17<sup>th</sup>, 2000

Then personally appeared the above-named Ernest B. Murphy and Mary J. Keenan and acknowledged their execution of the foregoing instrument to be their free act and deed, before me,

Michelle J. Minore  
Michelle J. Minore Notary Public

My Commission Expires: 9/9/06

12/01/00 2:09PM 01  
000000 #1418

FEE \$4309.20

~~CAM 12/01/00 2:09 PM  
\$4309.20  
CANCELLED~~

CAMBRIDGE  
DEEDS REG15  
MIDDLE SOUTH

QUITCLAIM DEED

PROPERTY GRANTED 55 FARM RD, SHERBORN

5244.00 \*\*\*  
52132 TAX  
1455  
45.00  
537

**WOLFGANG F. KLIETMANN and DORIS KLIETMANN**, of Sherborn, Middlesex County, Massachusetts, for consideration paid of **One Million One Hundred Fifty**

**Thousand (\$1,150,000.00) Dollars** grant to **RICHARD HURWITZ and ANN HURWITZ**, husband and wife, as tenants by the entirety, of 55 Farm Road, *\*aka Richard P. and Ann E. Hurwitz*

Sherborn, Massachusetts, with **QUITCLAIM COVENANTS**, the property described below:

A parcel of land, with the buildings thereon situated in Sherborn, Middlesex County, Massachusetts and being shown as Lot 1 on a plan of land entitled "Compiled Plan of Land in Sherborn, Massachusetts" by Schofield Brothers, Inc., 1071 Worcester Road, Framingham, Massachusetts dated October 18, 1978, duly recorded at the Middlesex South Registry of Deeds at the end (last Page) of Book 13620 on January 5, 1979.

Said parcel being more particularly bounded and described as follows:

Beginning at the southwesterly corner thereof on the northerly side of Farm Road at land now or formerly of Janet M. Petty and Mildred Fetherolf:

Thence northerly, northeasterly, and northwesterly by land of said Petty and Fetherolf, by eighteen courses measuring 99.05 feet, 32.27 feet, 15.58 feet, 13.78 feet, 5.29 feet, 6.40 feet, 11.93 feet, 72.43 feet, 54.05 feet, 21.33 feet, 47.28 feet, 10.61 feet, 87.24 feet, 14.04 feet, 38.48 feet, 33.06 feet, 109.85 feet and 169.93 feet;

Thence northeasterly by the Sherborn Town Forest, by three courses measuring 44.59 feet, 404.25 feet and 50.00 feet;

Thence southeasterly, southwesterly and southerly by Lot 2 of said plan, by three courses measuring 749.30 feet, 57.24 feet and 159.05 feet;

Thence westerly by Farm Road by six courses measuring 22.72 feet, 53.12 feet, 76.98 feet, 11.24 feet, 123.5 feet and 160.34 feet.

Containing 8.23 acres more or less according to said plan.

This conveyance is subject to certain restrictions and conditions as recited in the deed of Richard Saltonstall to D. McLaughlin Building Co., Inc. dated February 20, 1980 and recorded with Middlesex South District Registry of Deeds in Book 13926, Page 211.

For reference to title, see deed of Ernest B. Murphy et ux dated November 17, 2000 and recorded with Middlesex South Deeds in Book 32089, Page 041.

Executed as a sealed instrument this 28th day of May, 2002.

05/31/02 2:17PM 01  
00000 #6703  
FEE \$5244.00  
CASE #5244.00

CAMBRIDGE  
DEEDS REGIS  
MIDDLE SOUTH

*Wolfgang Kletmann*  
WOLFGANG F. KLIETMANN

*Doris Kletmann*  
DORIS KLIETMANN

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

May 28, 2002

Then personally appeared the above-named Wolfgang F. Kletmann and Doris Kletmann and acknowledged the foregoing to be their free act and deed, before me.

  
David K. Kertzman, Notary Public  
My Commission Expires: 6/28/07



Bk: 38831 Pg: 350

Recorded: 04/16/2003

Document: 00001839 Page: 1 of 2

25

**QUITCLAIM DEED**

RICHARD HURWITZ AND ANN HURWITZ, of Sherborn, Middlesex County, Massachusetts, for consideration paid of One Million Two Hundred Thirty Five Thousand (\$1,235,000.00)

Dollars grant to Ioannis Miaoulis and Beth Miaoulis, husband and wife, as tenants by the entirety, of Sherborn, Middlesex County, Massachusetts, with **QUITCLAIM COVENANTS**, the property described below:

A parcel of land, with the buildings thereon situated in Sherborn, Middlesex County, Massachusetts and being shown as Lot 1 on a plan of land entitled "Compiled Plan of Land in Sherborn, Massachusetts" by Schofield Brothers, Inc., 1071 Worcester Road, Framingham, Massachusetts dated October 18, 1978, duly recorded at the Middlesex South Registry of Deeds at the end (last page) of Book 13620 on January 5, 1979.

Said parcel being more particularly bounded and described as follows:

Beginning at the southwesterly corner thereof on the northerly side of Farm Road at land now or formerly of Janet M. Petty and Mildred Fetherolf;

Thence northerly, northeasterly, and northwesterly by land of said Petty and Fetherolf, by eighteen courses measuring 99.05 feet, 32.27 feet, 15.58 feet, 13.78 feet, 5.29 feet, 6.40 feet, 11.93 feet, 72.43 feet, 54.05 feet, 21.33 feet, 47.28 feet, 10.61 feet, 87.24 feet, 14.04 feet, 38.48 feet, 33.06 feet, 109.85 feet and 169.93 feet;

Thence northeasterly by the Sherborn Town Forest, by three courses measuring 44.59 feet, 404.25 feet and 50.00 feet;

Thence southeasterly, southwesterly and southerly by Lot 2 of said plan, by three courses measuring 749.30 feet, 57.24 feet and 159.05 feet;

Thence westerly by Farm Road by six courses measuring 22.72 feet, 53.12 feet, 76.98 feet, 11.24 feet, 123.5 feet and 160.34 feet.

Containing 8.23 acres more or less according to said plan.

This conveyance is subject to certain restrictions and conditions as recited in the deed of Richard Saltonstall and D. McLaughlin Building Co., Inc. dated February 20, 1980 and recorded with Middlesex South District Registry of Deeds in Book 13926, Page 211.

For reference to title, see deed of Wolfgang and Doris Klietmann dated May 28, 2002 and recorded with Middlesex South Deeds in Book 35583, Page 408.

MSD 04/16/03 02:30:42 1839 125.00

\*\*\* MASS. EXCISE TAX: 5631.60 \*\*\*

PROPERTY ADDRESS: 55 FARM ROAD, SHERBORN, MA

Executed as a sealed instrument this 15th day of April, 2003.

[Signature]  
Richard Hurwitz

[Signature]  
Ann Hurwitz

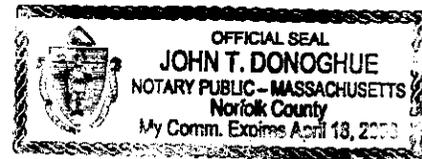
COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

April 15, 2003

Then personally appeared the above-named Richard Hurwitz and Ann Hurwitz and acknowledged the foregoing to be their free act ad deed, before me

[Signature]  
Notary Public  
My Commission Expires: 4/18/2008



04/16/03 4:29PM 01  
000000 #8828

FEE \$5431.60

DASH 25431.60

**CANCELLED**

CAMBRIDGE  
DEEDS REG15  
MIDDLE SOUTH



Bk: 46101 Pg: 211 Doc: DEED  
Page: 1 of 3 09/16/2005 12:34 PM

QUITCLAIM DEED

MASSACHUSETTS EXCISE TAX  
Southern Middlesex District ROD # 001  
Date: 09/16/2005 12:34 PM  
Ctrl# 061309 25983 Doc# 00206280  
Fee: \$5,016.00 Cons: \$1,100,000.00

I, Barbara J. Mudge of Sherborn, Middlesex County, Massachusetts, for consideration paid and in full consideration of One Million One Hundred Thousand Dollars (\$1,100,000.00) hereby grant to Howard D. Elias and Jane T. Elias, husband and wife, as tenants by the entirety, of 137 Lake Street, Sherborn, Massachusetts with Quitclaim covenants, the following two parcels of land:

Parcel One

A certain piece or parcel of land, with any buildings thereon, situated in Sherborn, Middlesex County, Massachusetts and being shown as Lot 2 on a plan of land entitled "Compiled Plan of Land in Sherborn, Massachusetts by Schofield Brothers, Inc., 1071 Worcester Road, Framingham, Massachusetts" dated October 18, 1978, duly recorded at the Middlesex South District Registry of Deeds at the end (last page) of Book 13620 on January 5, 1979.

Said parcel being more particularly bounded and described as follows:

Beginning at the southwesterly corner at the northerly side of Farm Road at Lot 1 of said plan;

Thence northerly, northeasterly, and northerly by the said Lot 1 by three courses measuring 159.05 feet, 57.24 feet and 749.30 feet;

Thence easterly by the Sherborn Town Forest by four courses measuring 120.86 feet, 56.61 feet, 93.60 feet and 48.00 feet;

Thence southeasterly by Lot 3 of said plan by two courses measuring 623.76<sup>feet</sup> and 242.77 feet; and

Thence westerly by Farm Road by seven courses measuring 2.64 feet, 49.26 feet, 104.26 feet, 87.99 feet, 58.77 feet and 57.23 feet.  
87.80 feet,

Containing 7.88 acres more or less according to said plan.

Subject to the restrictions contained in the deed referred to below and recorded in said Registry of Deeds in Book 13688, Page 651, to the extent the same are in full force and effect.

Return:

Healy & Johnson LLC  
847 Washington St.  
Holliston, MA 01746

D3  
SHERBORN  
FARM RD.  
LOTS 2 & 3A

Parcel Two

A certain piece or parcel of land, situated in Sherborn, Middlesex County, Massachusetts and being shown as Lot 3A on a plan of land entitled "Plan of Land in Sherborn, Massachusetts by Schofield Brothers, Inc., 1071 Worcester Road, Framingham, Massachusetts" dated October 15, 1981, duly recorded at the Middlesex South District Registry of Deeds as Plan No. 1337 of 1991 in Book 14482, Page 33.

Said parcel being more particularly bounded and described as follows:

Beginning at the southeasterly corner thereof at the northerly side of Farm Road at land now or formerly in the ownership of Richard Saltonstall, Dudley H. Willis and Sally S. Willis;

Thence southwesterly by Farm Road by two courses measuring 39.58 feet, and 60.42 feet;

Thence northwesterly by land owned by Gilbert H. Mudge, Jr. and Barbara J. Mudge and shown as Lot 2 on such plan by one course measuring 242.77 feet to a point;

Thence in a northwesterly direction by the same Lot 2 by one course measuring 30 feet to a point;

Thence easterly by land designated as Lot 3B of such plan now or formerly in the ownership of Richard Saltonstall, Dudley H. Willis and Sally S. Willis by one course measuring 99.82 feet to a point;

Thence southeasterly by the same Lot 3B as shown on said plan by one course measuring 250.00 feet to the point of beginning.

Said Lot 3A containing 24,993, plus or minus, square feet.

Subject to the restrictions contained in the deed recorded in said Registry of Deeds in Book 14482, Page 033, to the extent the same are in full force and effect.

Meaning and intending to convey and hereby conveying all of the land that was conveyed to me by Gilbert H. Mudge and Barbara J. Mudge, by deed dated April 20, 1999 and recorded with said Registry of Deeds in Book 30141 Page 004.

Witness my hands and seal this 6 day of September, 2005.

Barbara J. Mudge  
Barbara J. Mudge

Middlesex, ss COMMONWEALTH OF MASSACHUSETTS

On this 6 day of September, 2005, before me, the undersigned notary public, personally appeared Barbara J. Mudge, proved to me through satisfactory evidence of identification, which were MA Drivers license, to be the person whose name is signed on the preceding Quitclaim Deed in my presence and acknowledged the same to be her free act and deed.

R Hale Andrews Jr  
Notary Public R. HALE ANDREWS, JR  
My commission expires: Oct. 27, 2011



George C. Brown  
Attest. Middlesex S. Register



2005 00218148

Bk: 46197 Pg: 49 Doc: DEED  
Page: 1 of 3 09/30/2005 02:04 PM

QUITCLAIM DEED

We, Howard D. Elias and Jane T. Elias of Sherborn, Middlesex County, Massachusetts, for consideration paid and in full consideration of One Dollar (\$1.00) hereby grant to Trinity Farm, LLC, a limited liability company of the Commonwealth of Massachusetts with Quitclaim covenants, the following two parcels of land:

Parcel One

A certain piece or parcel of land, with any buildings thereon, situated in Sherborn, Middlesex County, Massachusetts and being shown as Lot 2 on a plan of land entitled "Compiled Plan of Land in Sherborn, Massachusetts by Schofield Brothers, Inc., 1071 Worcester Road, Framingham, Massachusetts" dated October 18, 1978, duly recorded at the Middlesex South District Registry of Deeds at the end (last page) of Book 13620 on January 5, 1979.

Said parcel being more particularly bounded and described as follows:

Beginning at the southwesterly corner at the northerly side of Farm Road at Lot 1 of said plan;

Thence northerly, northeasterly, and northerly by the said Lot 1 by three courses measuring 159.05 feet, 57.24 feet and 749.30 feet;

Thence easterly by the Sherborn Town Forest by four courses measuring 120.86 feet, 56.61 feet, 93.60 feet and 48.00 feet;

Thence southeasterly by Lot 3 of said plan by two courses measuring 623.76 feet and 242.77 feet; and

Thence westerly by Farm Road by seven courses measuring 2.64 feet, 49.26 feet, 104.26 feet, 87.99 feet, 87.80 feet, 58.77 feet and 57.23 feet.

Containing 7.88 acres more or less according to said plan.

Subject to the restrictions contained in the deed referred to below and recorded in said Registry of Deeds in Book 13688, Page 651, to the extent the same are in full force and effect.

Parcel Two

A certain piece or parcel of land, situated in Sherborn, Middlesex County, Massachusetts and being shown as Lot 3A on a plan of land entitled "Plan of Land in Sherborn, Massachusetts by Schofield Brothers, Inc., 1071 Worcester Road, Framingham,

Property located in Sherborn, Mass. 01770  
grantee: 137 Lake Street, Sherborn, Mass. 01770

\* 137 Lake Street

copy

Michael J Healy Esq.  
847 Washington St.  
Holliston, Mass 01746

Massachusetts" dated October 15, 1981, duly recorded at the Middlesex South District Registry of Deeds as Plan No. 1337 of 1991 in Book 14482, Page 33.

Said parcel being more particularly bounded and described as follows:

Beginning at the southeasterly corner thereof at the northerly side of Farm Road at land now or formerly in the ownership of Richard Saltonstall, Dudley H. Willis and Sally S. Willis;

Thence southwesterly by Farm Road by two courses measuring 39.58 feet, and 60.42 feet;

Thence northwesterly by land owned by Gilbert H. Mudge, Jr. and Barbara J. Mudge and shown as Lot 2 on such plan by one course measuring 242.77 feet to a point;

Thence in a northwesterly direction by the same Lot 2 by one course measuring 30 feet to a point;

Thence easterly by land designated as Lot 3B of such plan now or formerly in the ownership of Richard Saltonstall, Dudley H. Willis and Sally S. Willis by one course measuring 99.82 feet to a point;

Thence southeasterly by the same Lot 3B as shown on said plan by one course measuring 250.00 feet to the point of beginning.

Said Lot 3A containing 24,993, plus or minus, square feet.

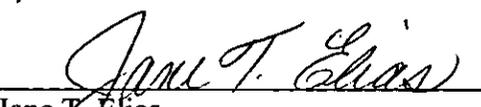
Subject to the restrictions contained in the deed recorded in said Registry of Deeds in Book 14482, Page 033, to the extent the same are in full force and effect.

Lot 2 is hereby subject to mortgage from Howard Elias and Jane Elias recorded in Registry of Deeds Book 46101 Page 214.

Meaning and intending to convey and hereby conveying all of the land that was conveyed to us by Barbara J. Mudge, by deed dated September 16, 2005 and recorded with said Registry of Deeds in Book 46101 Page 211.

Witness my hands and seal this 29<sup>th</sup> day of September, 2005.

  
Howard D. Elias

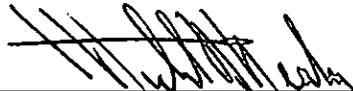
  
Jane T. Elias

COMMONWEALTH OF MASSACHUSETTS

Middlesex, SS.

September 29, 2005

On this 29<sup>th</sup> day of September, 2005, before me, the undersigned notary public, personally appeared Howard D. Elias, proved to me through satisfactory evidence of identification, which were Massachusetts Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

  
\_\_\_\_\_  
Notary Public: Michael P. Healy  
My commission expires: 1/19/07

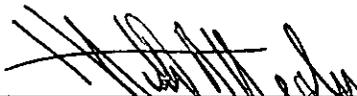


COMMONWEALTH OF MASSACHUSETTS

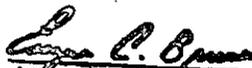
Middlesex, SS.

September 29, 2005

On this 29<sup>th</sup> day of September, 2005, before me, the undersigned notary public, personally appeared Jane T. Elias, proved to me through satisfactory evidence of identification, which were Massachusetts Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

  
\_\_\_\_\_  
Notary Public: Michael P. Healy  
My commission expires: 1/19/07



  
\_\_\_\_\_  
Attest. Middlesex S. Register



2005 00218148

Bk: 46197 Pg: 49 Doc: DEED  
Page: 1 of 3 09/30/2005 02:04 PM

QUITCLAIM DEED

We, Howard D. Elias and Jane T. Elias of Sherborn, Middlesex County, Massachusetts, for consideration paid and in full consideration of One Dollar (\$1.00) hereby grant to Trinity Farm, LLC, a limited liability company of the Commonwealth of Massachusetts with Quitclaim covenants, the following two parcels of land:

Parcel One

A certain piece or parcel of land, with any buildings thereon, situated in Sherborn, Middlesex County, Massachusetts and being shown as Lot 2 on a plan of land entitled "Compiled Plan of Land in Sherborn, Massachusetts by Schofield Brothers, Inc., 1071 Worcester Road, Framingham, Massachusetts" dated October 18, 1978, duly recorded at the Middlesex South District Registry of Deeds at the end (last page) of Book 13620 on January 5, 1979.

Said parcel being more particularly bounded and described as follows:

Beginning at the southwesterly corner at the northerly side of Farm Road at Lot 1 of said plan;

Thence northerly, northeasterly, and northerly by the said Lot 1 by three courses measuring 159.05 feet, 57.24 feet and 749.30 feet;

Thence easterly by the Sherborn Town Forest by four courses measuring 120.86 feet, 56.61 feet, 93.60 feet and 48.00 feet;

Thence southeasterly by Lot 3 of said plan by two courses measuring 623.76 feet and 242.77 feet; and

Thence westerly by Farm Road by seven courses measuring 2.64 feet, 49.26 feet, 104.26 feet, 87.99 feet, 87.80 feet, 58.77 feet and 57.23 feet.

Containing 7.88 acres more or less according to said plan.

Subject to the restrictions contained in the deed referred to below and recorded in said Registry of Deeds in Book 13688, Page 651, to the extent the same are in full force and effect.

Parcel Two

A certain piece or parcel of land, situated in Sherborn, Middlesex County, Massachusetts and being shown as Lot 3A on a plan of land entitled "Plan of Land in Sherborn, Massachusetts by Schofield Brothers, Inc., 1071 Worcester Road, Framingham,

Property located in Sherborn, Mass. 01770  
grantee: 137 Lake Street, Sherborn, Mass. 01770

\* 137 Lake Street

copy

Michael J Kealy Esq.  
847 Washington St.  
Holliston, Mass 01746

Massachusetts" dated October 15, 1981, duly recorded at the Middlesex South District Registry of Deeds as Plan No. 1337 of 1991 in Book 14482, Page 33.

Said parcel being more particularly bounded and described as follows:

Beginning at the southeasterly corner thereof at the northerly side of Farm Road at land now or formerly in the ownership of Richard Saltonstall, Dudley H. Willis and Sally S. Willis;

Thence southwesterly by Farm Road by two courses measuring 39.58 feet, and 60.42 feet;

Thence northwesterly by land owned by Gilbert H. Mudge, Jr. and Barbara J. Mudge and shown as Lot 2 on such plan by one course measuring 242.77 feet to a point;

Thence in a northwesterly direction by the same Lot 2 by one course measuring 30 feet to a point;

Thence easterly by land designated as Lot 3B of such plan now or formerly in the ownership of Richard Saltonstall, Dudley H. Willis and Sally S. Willis by one course measuring 99.82 feet to a point;

Thence southeasterly by the same Lot 3B as shown on said plan by one course measuring 250.00 feet to the point of beginning.

Said Lot 3A containing 24,993, plus or minus, square feet.

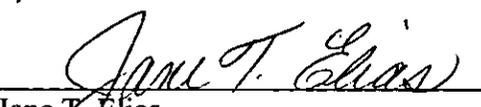
Subject to the restrictions contained in the deed recorded in said Registry of Deeds in Book 14482, Page 033, to the extent the same are in full force and effect.

Lot 2 is hereby subject to mortgage from Howard Elias and Jane Elias recorded in Registry of Deeds Book 46101 Page 214.

Meaning and intending to convey and hereby conveying all of the land that was conveyed to us by Barbara J. Mudge, by deed dated September 16, 2005 and recorded with said Registry of Deeds in Book 46101 Page 211.

Witness my hands and seal this 29<sup>th</sup> day of September, 2005.

  
Howard D. Elias

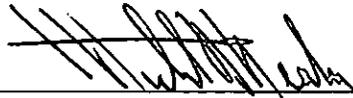
  
Jane T. Elias

COMMONWEALTH OF MASSACHUSETTS

Middlesex, SS.

September 29, 2005

On this 29<sup>th</sup> day of September, 2005, before me, the undersigned notary public, personally appeared Howard D. Elias, proved to me through satisfactory evidence of identification, which were Massachusetts Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

  
\_\_\_\_\_  
Notary Public: Michael P. Healy  
My commission expires: 1/19/07

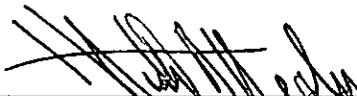


COMMONWEALTH OF MASSACHUSETTS

Middlesex, SS.

September 29, 2005

On this 29<sup>th</sup> day of September, 2005, before me, the undersigned notary public, personally appeared Jane T. Elias, proved to me through satisfactory evidence of identification, which were Massachusetts Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

  
\_\_\_\_\_  
Notary Public: Michael P. Healy  
My commission expires: 1/19/07



  
\_\_\_\_\_  
Attest. Middlesex S. Register



2013 00059811

Bk: 61418 Pg: 357 Doc: DEED  
Page: 1 of 3 03/18/2013 02:01 PM

**QUITCLAIM DEED**

We, IOANNIS MIAOULIS AND BETH MIAOULIS, of Sherborn, Middlesex County, Massachusetts, for consideration paid of One (\$1.00) Dollar and pursuant to a divorce agreement (Middlesex County Probate and Family Court Docket No. 12D 0029) grant to Ioannis Miaoulis of 55 Farm Road, Sherborn, Massachusetts

with ***QUITCLAIM COVENANTS***, the property described below:

A parcel of land, with the buildings thereon situated in Sherborn, Middlesex County, Massachusetts and being shown as Lot 1 on a plan entitled "Compiled Plan of Land in Sherborn, Massachusetts" by Schofield Brothers, Inc., 1071 Worcester Road, Framingham, Massachusetts dated October 18, 1978, duly recorded at the Middlesex South Registry of Deeds at the end (last page) of Book 13620 on January 5, 1979.

Said parcel being more particularly bounded and described as follows:

Beginning at the southwesterly corner thereof on the northerly side of Farm Road at land now or formerly of Janet M. Petty and Mildred Fetherolf;

Thence northerly, northeasterly, and northwesterly by land of said Petty and Fetherolf, by eighteen courses measuring 99.05 feet, 32.27 feet, 15.58 feet, 13.78 feet, 5.29 feet, 6.40 feet, 11.93 feet, 72.43 feet, 54.05 feet, 21.33 feet, 47.28 feet, 10.61 feet, 87.24 feet, 14.04 feet, 38.48 feet, 33.06 feet, 109.85 feet and 169.93 feet;

Thence northeasterly by the Sherborn Town Forest, by three courses measuring 44.59 feet, 404.25 feet and 50.00 feet;

Thence southeasterly, southwesterly and southerly by Lot 2 of said plan, by three courses measuring 749.30 feet, 57.24 feet and 159.05 feet;

Thence westerly by Farm Road by six courses measuring 22.72 feet, 53.12 feet, 76.98 feet, 11.24 feet, 123.5 feet and 160.34 feet.

Containing 8.23 acres more or less according to said plan.

Property Address: 55 Farm Road, Sherborn, MA 01770

Framingham, MA 01902

This conveyance is subject to certain restrictions and conditions as recited in the deed of Richard Saltonstall and D. McLaughlin Building Co., Inc. dated February 20, 1980 and recorded with Middlesex South District Registry of Deeds in Book 13926, Page 211.

For reference to title, see deed of Richard Hurwitz and Ann Hurwitz dated April 15, 2003 and recorded with the Middlesex South Registry of Deeds in Book 38831, Page 350.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

Executed as a sealed instrument this 17<sup>th</sup> day of December, 2012.

Ioannis Miaoulis

Beth Miaoulis

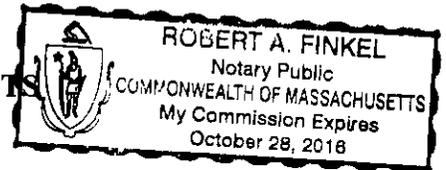
**COMMONWEALTH OF MASSACHUSETTS**

Norfolk, ss.

On this 17<sup>th</sup> day of Dec, 2012, before me, the undersigned notary public, personally appeared Ioannis Miaoulis and proved to me through satisfactory evidence of identification which was Massachusetts Driver's License, to be the person whose name is signed on the attached document, and acknowledge to me that he/she sign it voluntarily for its stated purpose.

Notary Public

**COMMONWEALTH OF MASSACHUSETTS**



Norfolk, ss.

On this 9<sup>th</sup> day of January, 2013, before me, the undersigned notary public, personally appeared Beth Miaoulis, and proved to me through satisfactory evidence of identification which was oath or affirmation of a credible witness who knows the identity of the signatory, to be the person whose name is signed on the attached document, and acknowledge to me that he/she sign it voluntarily for its stated purpose.

Notary Public Eileen Reynolds

My Commission Expires: 11/17/17

My Commission Expires:

Middlesex Registry of Deeds  
 Southern District  
 Cambridge, Massachusetts  
 Plan No. 652 of 2021  
 Rec'd 9-8 2021  
 at 2 H 23 M P.M.

Attest  
  
 Registrar

FOR REGISTRY USE ONLY

LEGEND

- STONE WALL
- - - BORDERING VEGETATED WETLANDS
- BEARING DIRECTION
- FD FOUND
- DH DRILL HOLE
- IR IRON ROD
- LCD LAND COURT DISK
- CBDH CONCRETE BOUND WITH DRILL HOLE
- SF SQUARE FEET

ASSESSORS:

MAP 11, LOT 60

RECORD OWNER:

FENIX PARTNERS FARM ROAD LLC.

REFERENCES:

DEED BOOK 76660, PAGE 253  
 PLAN NO. 32 OF 1979  
 PLAN NO. 1337 OF 1981  
 LAND COURT PLAN 37474A

FEMA:

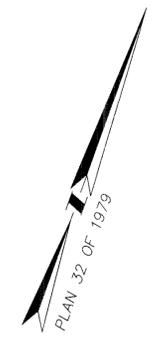
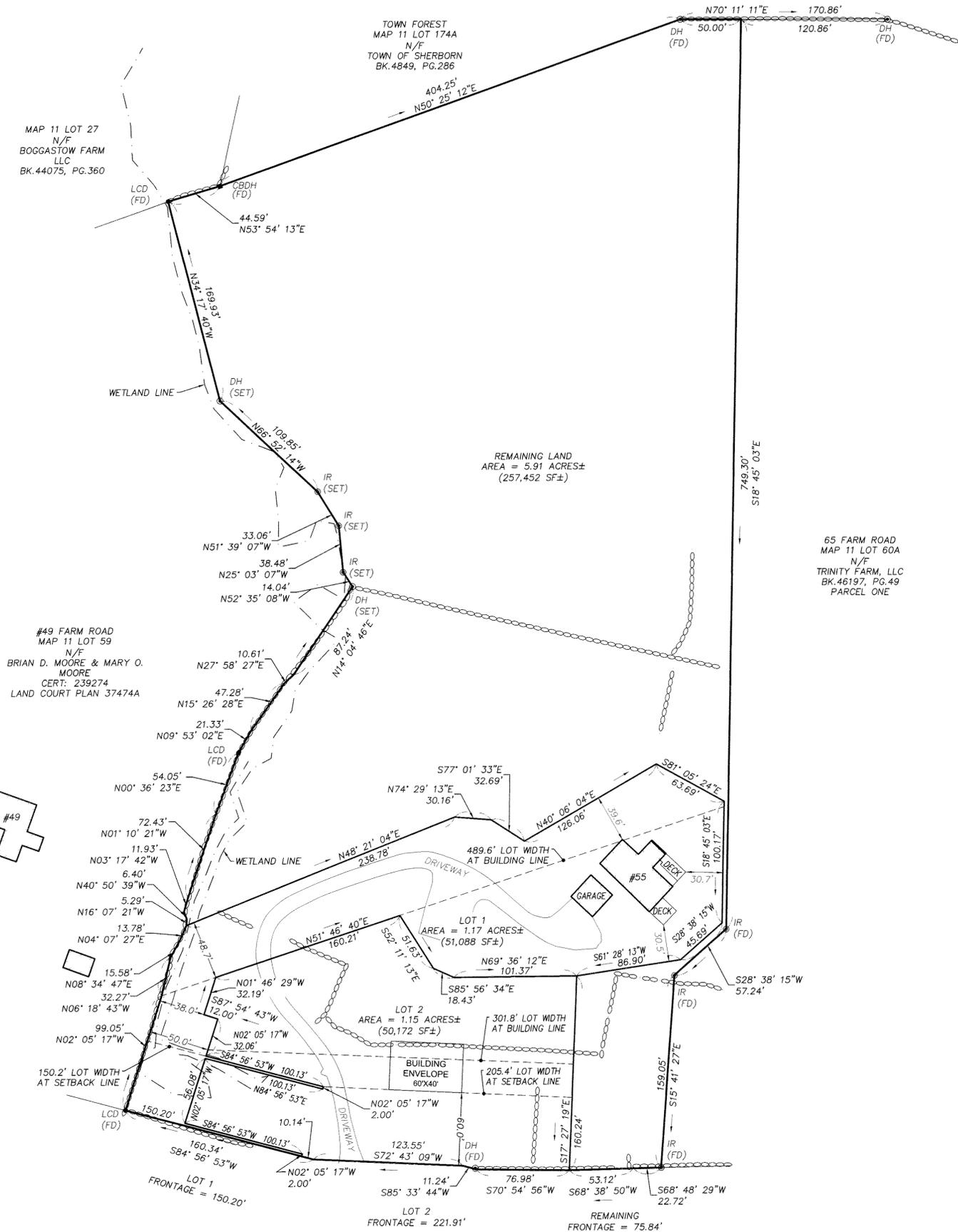
FLOOD ZONE: X (NOT A SPECIAL FLOOD HAZARD AREA)  
 MAP: 2500170651E  
 DATE: JUNE 4, 2010

ZONING:

RESIDENCE A (RA) ZONING DISTRICT

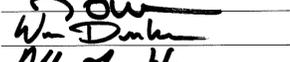
NOTES:

1. THE PURPOSE OF THIS PLAN IS TO DIVIDE LAND KNOWN AS 55 FARM ROAD SHOWN AS LOT 60 ON MAP 11 OF THE TOWN OF SHERBORN ASSESSOR'S RECORDS INTO THREE LOTS.
2. THIS PLAN IS THE RESULT OF AN INSTRUMENT SURVEY PERFORMED FROM JANUARY THROUGH JUNE OF 2021.
3. ABUTTERS' NAMES REFER TO CURRENT TOWN OF SHERBORN ASSESSOR'S RECORDS.
4. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE SEARCH AND MAY NOT SHOW OR REVEAL ANY FACTS THAT WOULD BE DISCLOSED BY ONE.
5. WETLAND FLAGS WERE FIELD DELINEATED BY CREATIVE LAND & WATER ENGINEERING, LLC. IN JANUARY AND REVISED IN JUNE OF 2021.
6. ABUTTING BUILDINGS ARE SHOWN APPROXIMATELY FROM THE TOWN OF SHERBORN GIS DATA.



LOCUS MAP  
 not to scale

APPROVAL UNDER THE SUBDIVISION CONTROL LAW NOT REQUIRED.

  
 Daniel F. Fleming  
 Registered Professional Land Surveyor

DATE: September 7, 2021  
 SHERBORN PLANNING BOARD

NOTE:  
 THE ABOVE ENDORSEMENT DOES NOT IMPLY THAT THE LOTS AS SUBDIVIDED AND SHOWN ON THE PLAN COMPLY WITH CURRENT TOWN BY-LAWS OR APPLICABLE STATE STATUTES.

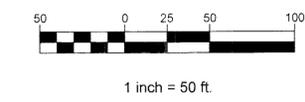
I CERTIFY THAT THIS PLAN CONFORMS TO THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.



Daniel F. Fleming ~ P.L.S. No. 55476  
 DATE: \_\_\_\_\_  
 REGISTERED PROFESSIONAL LAND SURVEYOR FOR SAMIOTES CONSULTANTS, INC.

ANR  
 PLAN of LAND  
 in  
 SHERBORN  
 MASSACHUSETTS  
 MIDDLESEX COUNTY

DATE: September 1, 2021



**samiotes**  
 Samiotes Consultants Inc.  
 Civil Engineers + Land Surveyors  
 20 A Street  
 Framingham, MA 01701  
 T 508.877.6688  
 F 508.877.8349  
 www.samiotes.com

652 of 2021

# Middlesex South Registry of Deeds

## Electronically Recorded Document

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### Recording Information

Document Number	: 217361
Document Type	: DEED
Recorded Date	: October 01, 2021
Recorded Time	: 09:02:33 AM
Recorded Book and Page	: 78824 / 317
Number of Pages(including cover sheet)	: 5
Receipt Number	: 2725900
Recording Fee (including excise)	: \$3,689.00

\*\*\*\*\*  
 MASSACHUSETTS EXCISE TAX  
 Southern Middlesex District ROD # 001  
 Date: 10/01/2021 09:02 AM  
 Ctrl# 347335 21773 Doc# 00217361  
 Fee: \$3,534.00 Cons: \$775,000.00  
 \*\*\*\*\*

**Middlesex South Registry of Deeds**  
**Maria C. Curtatone, Register**  
 208 Cambridge Street  
 Cambridge, MA 02141  
 617-679-6300  
[www.middlesexsouthregistry.com](http://www.middlesexsouthregistry.com)

**QUITCLAIM DEED**

**Trinity Farm, LLC**, a Massachusetts limited liability company, of Norfolk, Norfolk County, Massachusetts

for consideration paid, in full of Seven Hundred Seventy-Five Thousand and 00/100 DOLLARS (\$775,000.00) PAID

grant to **Fenix Partners Farm Road LLC**, a Massachusetts limited liability company

of 177 Lake Street, Sherborn, Massachusetts 01770 with *quitclaim covenants*

The land in Sherborn, Middlesex County, Massachusetts, shown as Lots 2 and 3A on a plan of land entitled, "Plan of Land in Sherborn, Mass., Scale: 1" = 50', Date: October 15, 1981," by Schofield Brother, Inc., Professional Engineers & Registered Land Surveyors, which plan is recorded with the Middlesex County South Registry of Deeds as Plan No. 1337 of 1981 in Book 14482, Page 033.

Said Lot 2 contains 7.88 acres of land, more or less, according to said plan.

Said Lot 3A contains 24,993 square feet of land, more or less, according to said plan.

This is not a conveyance of all or substantially all of the Massachusetts assets of a company that has elected to be taxed as a corporation and is made in the ordinary course of business.

This is a conveyance in the ordinary course of business and is not in contravention of the filed Certificate of Organization for the Limited Liability Company, as it may be amended. Neither this instrument nor any other record at the Registry of Deeds discloses anything indicating this conveyance is in contravention of the laws of the Commonwealth of Massachusetts and the grantor limited liability company appears from the records of the Commonwealth of Massachusetts Office of the Secretary of State to exist.

Grantor hereby states under the pains and penalties of perjury that no person is entitled to any homestead rights in said property.

PROPERTY : Lots 2 & 3A Farm Road, Sherborn, MA

**Quitclaim Deed  
Lot 2 & 3A Farm Road  
Sherborn, MA**

The land conveyed hereby is subject to an easement for the personal benefit of Jane Elias and Christopher Tobin, during their joint lifetimes, to be exercised by them, their family, and friends, provided Jane Elias or Christopher Tobin are present, the right and easement to cross and re-cross the easement area by foot or horseback from Farm Road to the Sherborn Town Forest via a fifteen (15') foot wide access easement from Farm Road to the Sherborn Town Forest and running parallel to the boundary line between Lots 2 & 3A and Lot 3B, as well as a parking easement for vehicles and horse trailers in a 50' x 50' square on said Lot 3A at the intersection of Lots 3A, 3B and Farm Road, all as shown on the Easement Sketch attached hereto as Exhibit A.

For Grantor's title see the deed recorded in the Middlesex County South Registry of Deeds in Book 46197, Page 049.

*{signature page follows}*

Quitclaim Deed  
Lot 2 & 3A Farm Road  
Sherborn, MA

Executed as a sealed instrument this 27<sup>th</sup> day of September, 2021.

Trinity Farm, LLC

By: Jane T. Elias, Manager  
Jane T. Elias, Manager

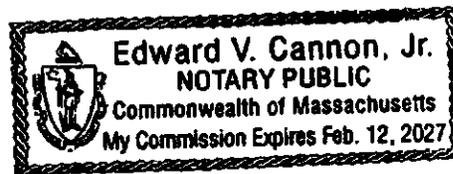
*The Commonwealth of Massachusetts*

Norfolk, ss.

On this 27<sup>th</sup> day of September, 2021, before me, the undersigned notary public, personally appeared Jane T. Elias, Manager of Trinity Farm, LLC, proved to me through satisfactory evidence of identification, which was her driver's licenses, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

  
Notary Public:

My Comm. Exp.:



# Exhibit A

100 No. E1387A

**NOTE:**  
This is compiled plan from a plan of record entitled "Plan of Land in Sherborn, Mass. Scale 1" = 50', Cherry Engineering Co., Inc., January 23, 1975, Amherst, Mass." and is not to be construed as a survey on the ground by Sherborn Brothers, Inc. This plan is also compiled from a plan by Sherborn Brothers, Inc. dated October 16, 1979 as revised.

**NOTE:**  
Lot 3's to be added to and become part of Lot 2.  
Lot 3' is subject to a Conservation Restriction.  
Lot 3' is not to be considered a separate building Lot.

Approved when the Subdivider  
Certified Land Surveyor  
Sherborn Planning Board  
Date: November 9, 1981

I certify that the preparation of this plan  
complies with the rules and regulations of  
the Registry of Deeds, dated January 1, 1978.

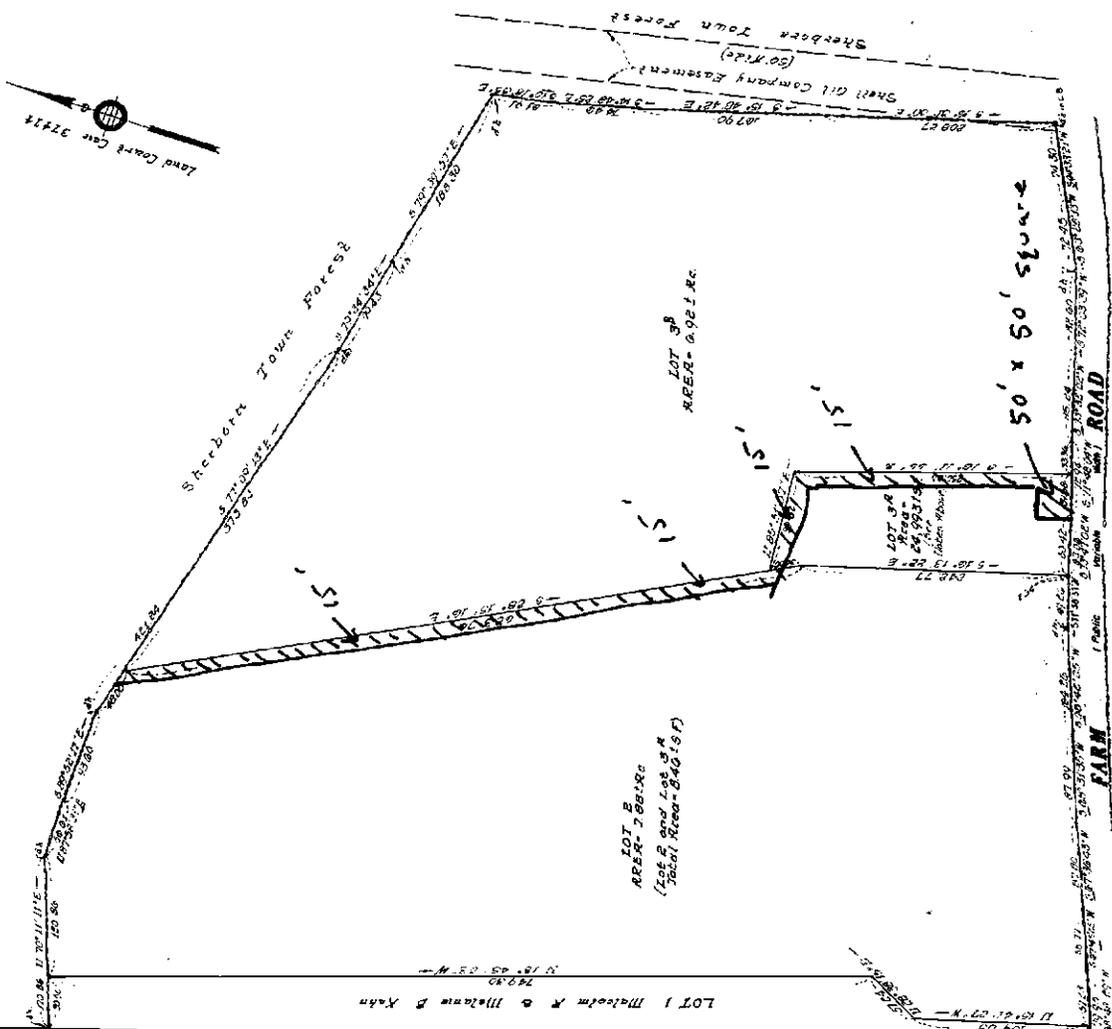


Date: October 11, 1981  
By: [Signature]  
- Reg. Land Surveyor

Plan of  
**SHERBORN, MASS.**  
Scale: 1" = 50'  
Sherborn Brothers, Inc., Engineers  
107 Worcester Road, Framingham, Mass., 01901



**Zoning Classification:** R-2C  
**Assessor's Map No.:** 1  
**Lot No.:** 302  
**Order signed regarding in Book 78824 Page 555**  
**Registry of Deeds:**  
Researched by: S. J. O. Drafted by: M. W. B.  
Field Checked by: S. J. O.  
Compiled by: E. H. C. Approved by: S. J. O.



Middlesex South Registry of Deeds  
Electronically Recorded Document

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Recording Information

Document Number	: 12799
Document Type	: NOT
Recorded Date	: January 24, 2022
Recorded Time	: 12:27:10 PM
Recorded Book and Page	: 79580 / 521
Number of Pages(including cover sheet)	: 2
Receipt Number	: 2775279
Recording Fee	: \$105.00

**Middlesex South Registry of Deeds**  
**Maria C. Curtatone, Register**  
**208 Cambridge Street**  
**Cambridge, MA 02141**  
**617-679-6300**  
**[www.middlesexsouthregistry.com](http://www.middlesexsouthregistry.com)**



JACKLYN R. MORRIS  
TOWN CLERK

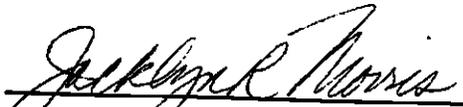
# Office of the Town Clerk

TOWN OFFICES • 19 WASHINGTON ST. • SHERBORN, MA 01770  
508-651-7853 • FAX 508-651-0407

Property: 55 and 65 Farm Road, Sherborn, MA  
Applicant: Robert W. Murchison  
Fenix Partners Farm Road, LLC  
177 Lake Street  
Sherborn, MA 01770

January 20, 2022

I, Jacklyn R. Morris, Town Clerk of Sherborn, Massachusetts, do hereby certify that Fenix Partners Farm Road, LLC filed an Application for Endorsement of Plan Believed Not to Require Approval Under the Subdivision Control Law and a plan entitled "ANR Plan of Land in Sherborn" dated December 21, 2021, with the Planning Board and the Town Clerk's office on December 27, 2021. During the twenty-one day period following said filing, the Planning Board did not provide the Town Clerk's Office with written notice of any action it took concerning the said Application and/or ANR plan.

  
\_\_\_\_\_  
Jacklyn R. Morris  
Town Clerk

Title reference: Book 76660, Page 253  
Title reference: Book 78824, Page 317



