

# GLICKMAN, SUGARMAN, KNEELAND & GRIBOUSKI

ATTORNEYS AT LAW

11 HARVARD STREET  
P.O. BOX 2917  
WORCESTER, MASSACHUSETTS 01613-2917

DAVID W. SUGARMAN  
DAVID J. KNEELAND, JR.  
JAMES J. GRIBOUSKI

(508) 756-6206  
FAX (508) 831-0443

WAYNE M. LEBLANC  
ALEX M. MOORADIAN  
DARREN T. GRIFFIS

August 28, 2017

**Hand Delivery:**

Daniel L. Kolenda, Chair  
Board of Selectmen  
Town of Southborough  
17 Common Street  
Southborough, MA 01772

Thomas J. Beaumont, Chair  
Board of Assessors  
Town of Southborough  
17 Common Street  
Southborough, MA 01772

James F. Hegarty, Town Clerk  
Town of Southborough  
17 Common Street  
Southborough, MA 01772

**Via USPS, Certified and First-Class Mail:**

Leo Roy, Commissioner  
Massachusetts Department of Conservation and Recreation  
251 Causeway Street, Suite 900  
Boston, MA 02114-2104

**RE: Property Owners: Peter G. Dowd and Betty Jo Dowd**  
**Property Location: 135 Deerfoot Road, Southborough, MA 01772**  
**Deed References: Book 48312, Page 4 (Worcester District Registry of Deeds)**  
**Book 48312, Page 6 (Worcester District Registry of Deeds)**  
**Forest Land Classification Statement References: Book 13016, Page 96**  
**Book 13045, Page 99**  
**Notice of Intent to Sell - M.G.L. Chapter 61**



Donald C. Morris, Chair  
Planning Board  
Town of Southborough  
17 Common Street  
Southborough, MA 01772

Mark S. Possemato, Chair  
Conservation Commission  
Town of Southborough  
17 Common Street  
Southborough, MA 01772

OF COUNSEL

MELVYN GLICKMAN  
JAMES G. HADDAD  
LUIS G. PEREZ

Dear Above-Referenced Parties Interested in Said Notice:

Please be advised that I represent the interests of Peter G. Dowd and Betty Jo Dowd, owners of real estate located at 135 Deerfoot Road, Southborough, Massachusetts.

The above-referenced property is subject to a Statement of Classification of Forest Land pursuant to Massachusetts General Laws Chapter 61. Said Statement of Classification of Forest Land is recorded in the Worcester District Registry of Deeds in Book 13016, Page 96 and Book 13045, Page 99.

Pursuant to Massachusetts General Laws Chapter 61, Section 8, the following documentation is being provided to you as required under this statute:

1. Notice of Intent To Sell for Other Use (with attached Statements of Classification of Forest Land);
2. Statement of Intent to Sell;
3. Certified Copy of executed Purchase and Sale Agreement;
4. Deed for property located at 135 Deerfoot Road, Southborough, Massachusetts
  - a. Book 48312, Page 4; and
  - b. Book 48312, Page 6
5. Assessors Information for Map 26, Lot 1;
6. Assessors Information for Map 26, Lot 6
7. Deed for Assessors Map 26, Lot 1 in Book 7728, Page 284; and
8. Deed for Assessors Map 26, Lot 6 in Book 7985, Page 15.

This documentation is being provided to you as required by law under said statute. Any questions or further information requests may be directed to me at my office.

Sincerely,



Wayne M. LeBlanc

WML/klh  
Enclosures

**NOTICE OF INTENT TO SELL FOR OTHER USE**  
**NOTICE OF INTENT TO CONVERT TO OTHER USE**

Notice is hereby given pursuant to Massachusetts General Laws Chapter 61, Section 8, to sell for other use and/or convert to other use certain parcels of real estate owned by Peter G. Dowd and Betty Jo Dowd by virtue of the following Deeds:

1. Quitclaim Deed dated April 12, 1983 and recorded with the Worcester District Registry of Deeds in Book 7728, Page 284 from Worcester Foundation for Environmental Biology, Inc. to Peter G. Dowd and Betty Jo Dowd;
2. Quitclaim Deed dated September 29, 1983 and recorded with the Worcester District Registry of Deeds in Book 7985, Page 15 from Worcester Foundation for Environmental Biology, Inc. to Peter G. Dowd and Betty Jo Dowd;
3. Quitclaim Deed dated December 20, 2011 and recorded with the Worcester District Registry of Deeds in Book 48312, Page 4 from Peter G. Dowd and Betty Jo Dowd to Peter G. Dowd and Betty Jo Dowd (Note: Said Deed is a reconveyance of the property referred to in the Deed recorded in Book 7728, Page 284)
4. Quitclaim Deed dated December 20, 2011 and recorded with the Worcester District Registry of Deeds in Book 48312, Page 6 from Peter G. Dowd and Betty Jo Dowd to Peter G. Dowd and Betty Jo Dowd (Note: Said Deed is a reconveyance of the property referred to in the Deed recorded in Book 7985, Page 15)

This Notice of Intent to Sell for Other Use and/or Convert To Other Use is a notice to change the use of this premises from the use of forest land under Chapter 61 as set forth in the Statement of Classification of Forest Land recorded with the Worcester District Registry of Deeds in Book 13016, Page 96 and Book 13045, Page 99, copies of which are attached hereto as Exhibits "A-1" and "A-2" from forest land use to residential use by the Purchaser, Brendon Properties, Inc.

THE COMMONWEALTH OF MASSACHUSETTS  
SOUTHBOROUGH  
(Name of City or Town)



Office of the Board of Assessors

STATEMENT OF CLASSIFICATION OF FOREST LAND

The Board of Assessors of the city/town of SOUTHBOROUGH hereby states that on the 17th day of SEPTEMBER, 1990, it approved an application for classification as Forest Land of the hereinafter described land owned by PETER G. & BETTY JO DOWD

Description of Property

ASSESSORS MAP 26 LOT 1 LAND ON DEERFOOT ROAD  
Recorded 4/13/83 Book 7728 Page 284 Worcester County Registry of Deeds  
ASSESSORS MAP 26 LOT 6 LAND ON DEERFOOT ROAD  
Recorded 11/10/83 Book 7985 Page 15 Worcester County Registry of Deeds

This statement made on the 17th day of SEPTEMBER, 1990, constitutes a lien upon the land covered by such application as provided in the General Laws, Chapter 61, Section 1.

*Charles M. [Signature]*  
*Arthur F. [Signature]*

(Board of Assessors)

SEP 25 1990 RECORDED 9 AM

THE COMMONWEALTH OF MASSACHUSETTS

WORCESTER ss. SEPTEMBER 17, 1990  
Then personally appeared \_\_\_\_\_ a member of the Board of Assessors of the city/town of \_\_\_\_\_ and acknowledged the foregoing instrument to be the free act and deed of the Board of Assessors of \_\_\_\_\_ before me.

Notary Public - Justice of the Peace

My Commission expires \_\_\_\_\_ 19\_\_\_\_

ATTEST: WORC. Anthony J. Vigliotti, Register

THE COMMONWEALTH OF MASSACHUSETTS  
SOUTHBOROUGH  
(Name of City or Town)

OCT 4 1990  
BOARD OF ASSESSORS  
SOUTHBOROUGH

EXHIBIT  
A-2

Office of the Board of Assessors

STATEMENT OF CLASSIFICATION OF FOREST LAND

The Board of Assessors of the city/town of SOUTHBOROUGH hereby states that on the 17th day of SEPTEMBER, 19.90. it approved an application for classification as Forest Land of the hereinafter described land owned by PETER G. & BETTY JO DOWD

Description of Property

ASSESSORS MAP 26 LOT 1 LAND ON DEERFOOT ROAD  
Recorded 4/13/83 Book 7728 Page 284 Worcester County Registry of Deeds  
ASSESSORS MAP 26 LOT 6 LAND ON DEERFOOT ROAD  
Recorded 11/10/83 Book 7985 Page 15 Worcester County Registry of Deeds

This statement made on the 17th day of SEPTEMBER, 19.90, constitutes a lien upon the land covered by such application as provided in the General Laws, Chapter 61, Section 1.

*Charles W. Johnson*  
*Arthur L. Johnson*

(Board of Assessors)

THE COMMONWEALTH OF MASSACHUSETTS

WORCESTER ss. SEPTEMBER 17, 19.90  
Then personally appeared Charles W. Johnson & Arthur L. Johnson members of the Board of Assessors of the city/town of Southborough and acknowledged the foregoing instrument to be the free act and deed of the Board of Assessors of Southborough before me.

*Constance C. Inada*  
Notary Public - Office of the Peace

My Commission expires August 30, 1996

ATTEST: WORC. Anthony J. Vignotti, Register

Oct 11 10 54 AM '90

SEP 26 1990 RECORDED - 2411

## STATEMENT OF INTENT TO SELL

### STATEMENT OF PROPOSED USE OF THE LAND

In accordance with Massachusetts General Laws Chapter 61, Section 8, this Statement of Intent to Sell and Statement of Proposed Use of the Land is being provided to you with the following documentation and information relating to the premises at 135 Deerfoot Road, Southborough, Massachusetts, which is intended to be sold and converted from forest land under Chapter 61 to residential use.

The following is documentation and information relating to this matter:

1. Location and Acreage - the real estate is located at 135 Deerfoot Road, Southborough, Massachusetts, and is referred to as two parcels of land by the Southborough Assessors Office. These are as follows:
  - a. 135 Deerfoot Road, Southborough, Massachusetts - Assessors Map 26, Lot 1; land area 20.486 acres (this parcel includes a residential home and outbuildings)
  - b. Deerfoot Road, Southborough, Massachusetts - Assessors Map 26, Lot 6; land area 7.360 acres
2. Map - Attached as Exhibits "A-1" and "A-2" are the unofficial property card and Assessors Map for Map 26, Lot 1
3. Map - Attached as Exhibits "B-1" and "B-2" are the unofficial property card and Assessors Map for Map 26, Lot 6
4. Name, address and phone number of landowner - Peter G. Dowd and Betty Jo Dowd, 5 Warren Street, Millbury, MA 01527; Peter G. Dowd's call phone number 508-789-6669
5. Landowner's attorney - Wayne M. LeBlanc, Esquire; Glickman, Sugarman, Kneeland & Gribouski, 11 Harvard Street, P.O. Box 2917, Worcester, MA 01613-2917; phone number 508-756-6206
6. Buyer - Brendon Properties, Inc.; 259 Turnpike Road, Suite 110, Southborough, MA 01772; phone number 508-872-1233
7. Proposed use of the land - Use of all land referred to in this Statement consisting of a total of approximately 27.846 acres shall be converted to a use of six single-family residential dwellings

## Unofficial Property Record Card - Southborough, MA

## General Property Data

Parcel ID 26-0000-001-0	Account Number F_643778_2929892
Prior Parcel ID X --	
Property Owner DOWD, PETER G AND BETTY JO	Property Location 135 DEERFOOT ROAD
	Property Use RES-CH61
Mailing Address 135 DEERFOOT ROAD	Most Recent Sale Date 12/22/2011
	Legal Reference 48312-4
City SOUTHBOROUGH	Grantor DOWD
Mailing State MA Zip 01772	Sale Price 101
Parcel Zoning RA	Land Area 20.486 acres

## Current Property Assessment

Card 1 Value	Building Value 532,200	Xtra Features Value 50,900	Land Value 231,247	Total Value 814,347
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## Building Description

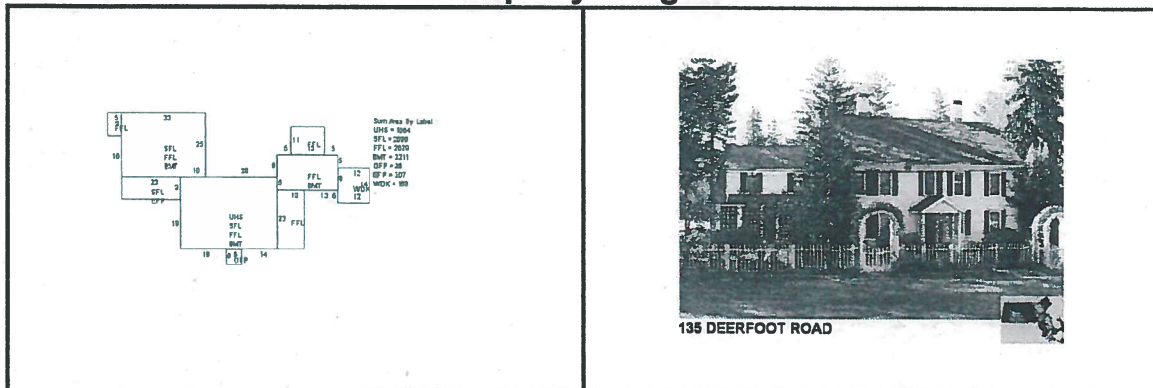
Building Style OLD STYLE	Foundation Type FLDSTN	Flooring Type SOFTWOOD
# of Living Units 1	Frame Type 1	Basement Floor N/A
Year Built 1845	Roof Structure GABLE	Heating Type STEAM
Building Grade VERY-GOOD	Roof Cover ASPHALT-SHNG	Heating Fuel OIL
Building Condition Good	Siding ALUMNM-VINYL	Air Conditioning 0%
Finished Area (SF) 4725	Interior Walls PLASTER	# of Bsmt Garages 0
Number Rooms 13	# of Bedrooms 7	# of Full Baths 3
# of 3/4 Baths 0	# of 1/2 Baths 1	# of Other Fixtures 0

## Legal Description

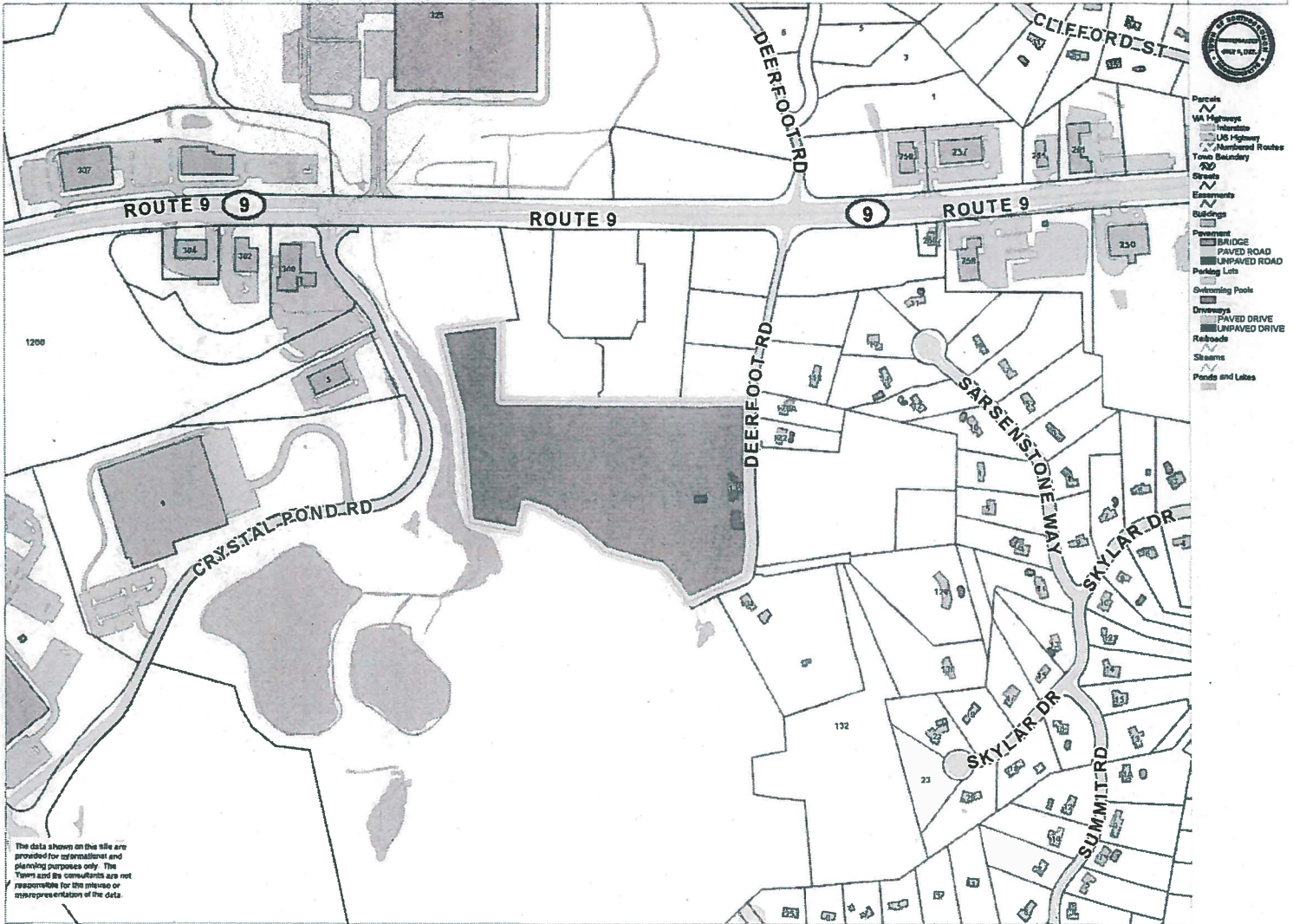
## Narrative Description of Property

This property contains 20.486 acres of land mainly classified as RES-CH61 with a(n) OLD STYLE style building, built about 1845 , having ALUMNM-VINYL exterior and ASPHALT-SHNG roof cover, with 1 unit(s), 13 room(s), 7 bedroom(s), 3 bath(s), 1 half bath(s).

## Property Images



Disclaimer: This information is believed to be correct but is subject to change and is not warranted.



The data shown on this site are provided for informational and planning purposes only. The Town and its consultants are not responsible for the misuse or misrepresentation of the data.

0 660 1320 ft

Printed on 08/25/2017 at 10:46 AM





# Unofficial Property Record Card - Southborough, MA

## General Property Data

Parcel ID 26-0000-006-0	Account Number F_644717_2929810
Prior Parcel ID X	Property Location DEERFOOT ROAD
Property Owner DOWD, PETER G AND BETTY JO	Property Use COM-CH61-FOR
Mailing Address 136 DEERFOOT ROAD	Most Recent Sale Date 12/22/2011
City SOUTHBOROUGH	Legal Reference 48312-6
Mailing State MA Zip 01772	Grantor DOWD
Parcel Zoning RA	Sale Price 101
	Land Area 7.360 acres

## Current Property Assessment

Card 1 Value	Building Value 0	Xtra Features Value 0	Land Value 471	Total Value 471
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## Building Description

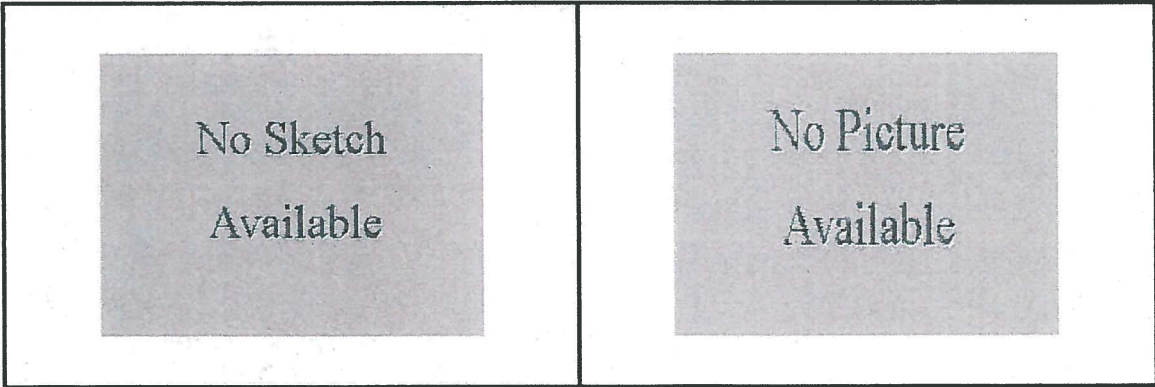
Building Style	Foundation Type	Flooring Type N/A
# of Living Units 0	Frame Type	Basement Floor N/A
Year Built N/A	Roof Structure	Heating Type N/A
Building Grade	Roof Cover	Heating Fuel N/A
Building Condition Average	Siding	Air Conditioning 0%
Finished Area (SF) N/A	Interior Walls N/A	# of Bsmt Garages 0
Number Rooms 0	# of Bedrooms 0	# of Full Baths 0
# of 3/4 Baths 0	# of 1/2 Baths 0	# of Other Fixtures 0

## Legal Description

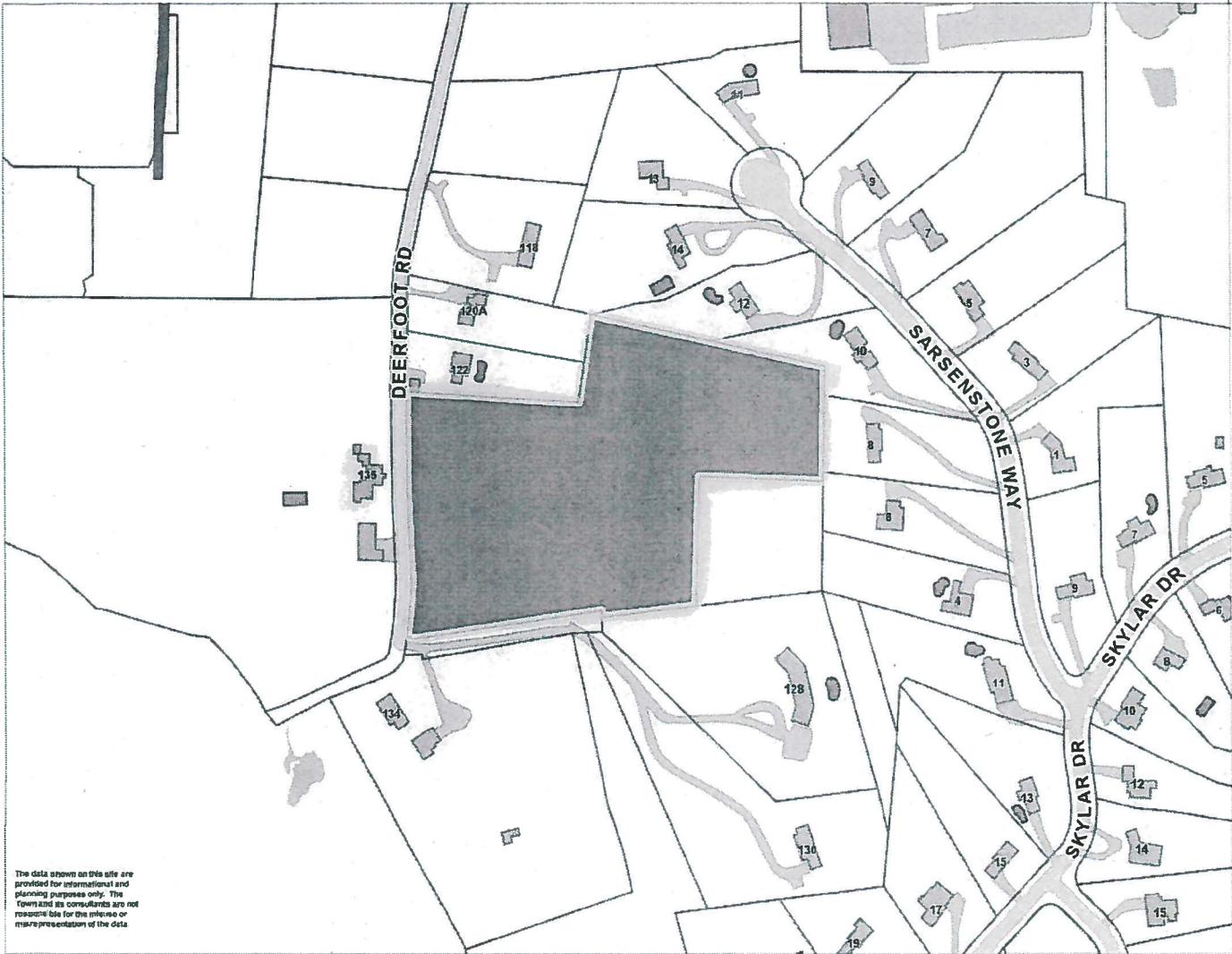
### Narrative Description of Property

This property contains 7.360 acres of land mainly classified as COM-CH61-FOR with a(n) style building, built about N/A , having exterior and roof cover, with 0 unit(s), 0 room(s), 0 bedroom(s), 0 bath(s), 0 half bath(s).

## Property Images



Disclaimer: This information is believed to be correct but is subject to change and is not warranted.



- Parcels
- MA Highways
- Interstate
- US Highway
- Narrowed Routes
- Town Boundary
- Streets
- Essements
- Buildings
- Pavement
- BRIDGE
- PAVED ROAD
- UNPAVED ROAD
- Parking Lots
- Swimming Pools
- Driveways
- PAVED DRIVE
- UNPAVED DRIVE
- Railroads
- Streams
- Ponds and Lakes

The data shown on this site are provided for informational and planning purposes only. The town and its consultants are not responsible for the imprecision or misrepresentation of the data.

0 330 660 ft

Printed on 08/07/2017 at 03:18 PM

*I, Wayne M. LeBlanc, Esquire, attorney for the SELLERS under this Agreement hereby certify that this is a true copy of the original fully-executed Purchase and Sale Agreement relating to property located at 135 Deerfoot Road, Southborough, Massachusetts, and further referred to as Assessors Map 26, Lot 1 and Map 26, Lot 6.*

Date: August 25, 2017

  
Wayne M. LeBlanc, Esquire

## **PURCHASE AND SALE AGREEMENT**

AGREEMENT made this 22<sup>nd</sup> day of August, 2017.

PETER G. DOWD and BETTY JO DOWD of 5 Warren Street, Millbury, Massachusetts 01527 (hereinafter called the "SELLER") agrees to sell, and BRENDON PROPERTIES, INC. with a principal place of business at 259 Turnpike Road, Suite 110, Southborough, Massachusetts 01772 (hereinafter called the "BUYER") agrees to buy, upon the terms hereinafter set forth, the following described premises:

### PROPERTY LOCATION:

135 Deerfoot Road, Southborough, Massachusetts, being approximately 27+ acres referred to on Southborough Assessors Map 26 Lot 1 and Map 26 Lot 6, and more particularly described in a Deed dated December 20, 2011 recorded with the Worcester District Registry of Deeds in Book 48312, Page 4. A copy of the legal description is attached hereto as Exhibit "A".

#### **1. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES**

Included in the sale as a part of said premises are the buildings, structures and improvements now thereon and the fixtures belonging to the SELLER and used in connection therewith including, if any, all window shades, screens, screen doors, storm windows and doors, windows, doors, awnings, shutters, furnaces, oil and gas burners and fixtures appurtenant thereto, hot water heaters (unless rented), plumbing, piping and bathroom fixtures, electric and other lighting fixtures, trees, shrubs, plants, as they presently exist.

**Specifically Included:** range, vent hood, refrigerator, dishwasher, ~~clothes washer and clothes dryer.~~

**Specifically Excluded:** generator and all other personal property of the Seller.

#### **2. TITLE DEED**

Said premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except:

- (a) Provisions of existing building and zoning laws;



Delivery shall take place at the Worcester District Registry of Deeds unless otherwise agreed upon in writing. It is agreed that time is of the essence of this Agreement.

**7. POSSESSION and CONDITION of PREMISES**

Full possession of the premises, free of all tenants and occupants is to be delivered at the time of delivery of the deed, said premises to be then (a) in the same condition as was at the time of the BUYER signing of this Agreement, subject to the provisions of the insurance clause hereinafter set forth and subject to the provisions of this Agreement, reasonable use and wear thereof excepted, and (b) not in violation of building, zoning or environmental laws, and (c) in compliance with the provisions of any instrument referred to in Clause 2 hereof. The BUYER shall be entitled to inspection of said premises prior to the delivery of the deed in order to determine whether the condition thereof meets the terms of this clause.

**8. EXTENSION TO PERFECT TITLE or MAKE PREMISES CONFORM**

If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of the delivery of the deed the premises do not conform with the provisions hereof, then the SELLER shall use diligent efforts to remove any defects in title, or to deliver possession as provided herein, or to make the premises conform to the provisions hereof, as the case may be, in which event the time for performance hereof shall be extended for a period of thirty (30) days.

**9. FAILURE TO PERFECT TITLE or MAKE PREMISES CONFORM**

If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession or make the premises conform, as the case may be, all as herein agreed, or if at any time during the period of this Agreement or any extension thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this Agreement shall be forthwith refunded and all other obligations of all parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto.

**10. BUYER'S ELECTION TO ACCEPT TITLE**

The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in its then condition and to pay therefor the purchase price without deduction, in which case the SELLER shall convey such title.

**11. ACCEPTANCE AND RECORDING OF DEED**

The acceptance and recording of a deed by the BUYER or BUYER'S nominee, as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.

**12. USE OF PURCHASE MONEY TO CLEAR TITLE**

To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed or within a reasonable time thereafter in accordance with customary conveyance practice.

**13. INSURANCE**

The buildings, if any, on said premises shall, until full performance of this Agreement, be kept insured by the SELLER in the amount for which it is presently insured, but in a reasonable amount, but in case of any damage to said premises from any cause whatsoever, other than reasonable use and wear, prior to the transfer of title hereunder, provided such damage from any and all causes is as much as \$10,000.00 and is unrestored by the time of transfer, the BUYER shall, at BUYER'S option, take the insurance money or claim, if any, arising out of such damage and fulfill this contract, or may cancel this contract and the deposit made hereunder shall be returned to BUYER and all further obligations of the parties shall thereupon terminate. If such damage is less than \$10,000.00 and is unrestored by the time of transfer, BUYER shall take the insurance proceeds received or recoverable, if any, less any amounts expended by SELLER for any partial restoration, and complete the purchase of the premises, and the purchase price shall be reduced by an amount equal to the excess, if any, of the cost of restoring such damage, over the insurance proceeds recovered or recoverable, and SELLER shall contribute the amount of the deductible.

All risk of loss remains with Seller through recording of the Deed.

**14. ADJUSTMENTS**

Water and taxes for the then current fiscal year shall be apportioned and fuel value, if any, shall be adjusted as of the day of performance of this Agreement, and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed.

In the event the subject property is not separately identified by the municipality for tax purposes on the day of closing, the parties agree that BUYER shall reimburse SELLER for his proportionate share of taxes due on said property and SELLER shall pay for such taxes until the property is so separately identified. This paragraph shall survive the closing.

**15. ADJUSTMENT OF UNASSESSED AND ABATED TAXES**

If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed. This paragraph shall survive the closing.

**16. BROKER'S FEE**

A Broker's fee for professional services AS AGREED is due from the SELLER to Andrew Abu Realtors, the Broker herein, if and when the deed is recorded and not before.

**17. DEPOSIT**

All deposits made hereunder shall be held by the SELLER'S Broker (\$10,000.00) and the SELLER'S Attorney (\$50,000.00) subject to the terms of this Agreement, without interest, and shall be duly accounted for at the time for performance of this Agreement. In the event of any disagreement between the parties, the escrow agent shall retain all deposits made under this agreement pending instructions mutually given in writing by the SELLER and the BUYER, or by a decision of a court of competent jurisdiction with the appeal period having elapsed.

**18. BUYER'S DEFAULT: DAMAGES**

If the BUYER shall fail to fulfill the BUYER'S agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages and this shall be the SELLER'S sole and exclusive remedy in equity and at law. BUYER and SELLER specifically assent to the adequacy of the liquidated damages amount, notwithstanding any subsequent sale price of the premises.

The BUYER and SELLER agrees that in the event of default by the BUYER the amount of damage suffered by the SELLER will not be easy to ascertain with certainty and,

therefore, BUYER and SELLER agrees that the amount of the BUYER'S deposit represents a reasonable estimate of the damages likely to be suffered.

**19. LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY**

If the SELLER or BUYER execute this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER nor BUYER so executing, nor any shareholder or beneficiary of any trust shall be personally liable for any obligation, express or implied, hereunder.

**20. WARRANTIES and REPRESENTATIONS**

The BUYER acknowledges that he has not been influenced to enter into this transaction nor have they relied upon any warranties or representations not set forth or incorporated in this Agreement or previously or hereafter made orally or in writing, except for the following warranties and representations, if any, made by either the SELLER or the Broker: NONE.

**21. CONSTRUCTION of AGREEMENT**

This instrument, executed in triplicate, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns and may be canceled, modified or amended only by a written instrument executed by both the SELLER and the BUYER or her attorneys. If two or more persons are named herein as BUYER, BUYER'S obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties to it. This Agreement supercedes and voids any and all prior agreements or representations made by either party, except as incorporated herein. This paragraph shall survive the closing.

**22. LEAD PAINT LAW**

The parties acknowledge that under Massachusetts law, whenever a child or children under six years of age reside in any residential premises in which any paint, plaster or other accessible material contains dangerous levels of lead, the owner of said premises must remove or cover said paint, plaster or other material so as to make it inaccessible to children under six years of age. SELLER makes no representation concerning the existence or nonexistence of lead paint.



The BUYER acknowledges and certifies having received the notification form and such other materials as issued by the Director of Lead Poisoning Control of the Department of Public Health pursuant to M.G.L. Ch. 111, Sec. 197-199A.

**23. TITLE EXPENSES**

The BUYER shall be responsible to furnish and pay for a title examination and certification.

**24. SMOKE DETECTOR AND CARBON MONOXIDE CERTIFICATE**

The SELLER shall, at the time of the delivery of the deed, deliver a current certificate from the fire department of the city or town in which said premises is located stating that said premises have been equipped with approved smoke detectors and carbon monoxide detectors in conformity with applicable law.

**25. UREA FORMALDEHYDE FOAM INSULATION**

The SELLER represents that to the best of SELLER'S knowledge, the premises do not contain urea formaldehyde foam insulation, and agree to execute lender-required documents concerning the same at time of closing.

**26. 1099 FORM**

At time of closing, both parties shall furnish information necessary to complete Form 1099 (addresses, social security numbers, etc.).

**27. MORTGAGE CONTINGENCY**

This is a cash transaction, and is not subject to financing.

**28. WATER/SEWER**

SELLER represents that the premises is serviced by a private well and a private onsite sewerage system for the existing residential home on the premises.

**29. PERCOLATION TESTING**

The sale is subject to the BUYER obtaining satisfactory percolation testing at the BUYER'S expense, sufficient to obtain approval from the Town of Southborough for six (6) single-family house lots, with one of the six (6) house lots being a house lot with the current single-family home and barn being located thereon. Said percolation testing shall occur and be completed within thirty (30) days of the expiration of the Notice of Intent to

Sell or the receipt of a Notice of Non-Exercise from the Town of Southborough under M.G.L. Chapter 61.

SELLER hereby grants to the BUYER, its designated employees, agents, servants or consultants reasonable access to the premises for the purpose of performing such percolation tests and surveying of the premises.

BUYER agrees to (i) defend, indemnify and hold SELLER harmless from and against any claims, causes of actions, injuries, losses, costs or damages, arising from or relating to BUYER'S percolation testing, surveying or any other related activities and (ii) repair or replace, in a good, professional and workmanlike manner, any damage or disturbance caused to the premises by the percolation testing, surveying or any related activities.

At the conclusion of BUYER'S percolation testing, surveying or any related activities, BUYER shall restore the premises to their former condition.

**30. ANR LOTS**

This sale is subject to the BUYER, at the BUYER'S sole expense, obtaining six (6) ANR single-family house lots, including, as one of the six (6), a house lot being a buildable house lot with the current single-family home and barn being located thereon, to be completed within thirty (30) days of the expiration of the Notice of Intent to Sell or the receipt of a Notice of Non-Exercise from the Town of Southborough under M.G.L. Chapter 61.

**31. PRE-MARKETING**

The SELLER shall have the right to pre-market the single-family home located on the premises and any house lots on the premises at the BUYER'S sole expense prior to closing. Any pre-marketing shall be reviewed and approved by the SELLER and the SELLER'S Realtor, Andrew Abu Realtors, before such pre-marketing occurs. Any showing of the existing residential home shall be by and through the SELLER'S Realtor, Andrew Abu Realtors.

**32. CONDITION OF PREMISES/USE**

The BUYER hereby acknowledges that the SELLER makes no representations and/or warranties relating to the premises being purchased, including but not limited to, topography, zoning, availability of utilities and buildability for any purpose relating to said Premises. This paragraph shall survive the closing and delivery of deed. This Paragraph is subject to the terms and conditions of Paragraph herein.

33. **SEPTIC SYSTEM**

Pursuant to Title V of the State Environmental Code (310 CMR 15.30), the on-site wastewater system (the "septic system") which serves the property shall be inspected in connection with the transfer of the property. Within fifteen (15) days prior to the Closing Date, SELLER shall provide to BUYER a conformed copy of the "Subsurface Sewage Disposal System Inspection Form" on file with the municipal Board of Health. Should the form indicate that the system is a "failed system" or a "nonconforming system" as defined in said Title V, at SELLER'S option and upon written notice to BUYERS within five days after BUYER'S receipt of such form, SELLER shall (i) make such repairs, at the SELLER'S expense, as are necessary for said system to conform to Title V.

34. **FOREST LAND - CHAPTER 61**

BUYER hereby acknowledges that the premises is subject to and is classified as forest land under M.G.L. Chapter 61. The premises are subject to a statement of classification of forest land which constitutes a lien under M.G.L. Chapter 61. SELLER shall be responsible to process the conversion of classification of the premises as forest land to residential use with the Town of Southborough pursuant to M.G.L. Chapter 61 and will have full responsibility to pay any real estate taxes due as a result

35. **ADDITIONAL PROVISIONS**

(a) SELLER acknowledges responsibility that the premises will include approved smoke and carbon monoxide detectors installed in accordance with Massachusetts law and, further, will obtain from the local fire department an appropriate certificate of compliance prior to the date of closing.

(b) SELLER makes no representations of the presence or absence of lead base paint on either the exterior or the interior of any buildings transferred herein. BUYER acknowledges SELLER'S statement above and accept the premises in an "AS IS" condition regarding lead paint.

SELLER is responsible for any deleading, either requested by the BUYER or required by the BUYER'S lending institution.

The parties acknowledge that under Massachusetts law, whenever a child or children under six years of age reside in any residential premises in which any paint, plaster or other accessible material contain dangerous levels of lead, the owner of said premises must remove or cover said paint, plaster or other material so as to make it inaccessible to children under six years of age.

BUYER hereby acknowledges receipt of Notification materials relative to Massachusetts Lead Paint Law, M.G.L. Chapter 111, as amended, effective July 1, 1988, in writing, and have been verbally informed of said law. BUYER hereby waives its right to a lead paint inspection of the premises.

(c) In accordance with the Internal Revenue Code, Section 6045, under the Tax Reform Act of 1986, information must be supplied to the Internal Revenue Service regarding all real estate transactions.

(d) Any title matter which is the subject of a title standard of the Real Estate Bar Association at the time for delivery of the deed shall be governed by said title standard to the extent applicable.

(e) The BUYER has had the right to obtain all types of testing including, but not limited to, home inspection, pest inspection, radon, asbestos, urea formaldehyde foam insulation, lead paint, quality and quantity water testing and septic system relative to the premises and are satisfied with said testing.

**36. ELECTRONIC SIGNATURES**

An electronic signature or a signature via email or fax shall be given the same effect as a written signature.

**37. NOTICE**

All notices required hereunder shall be deemed to have been duly given if in writing and mailed by registered or certified mail, postage prepaid, return receipt requested, by express mail, hand-delivered, by facsimile transmission with proof of transmission to the parties, or by email, addressed to the SELLER or the BUYER, as the case may be, at their respective addresses set forth in Paragraph 1. A copy of all notices should be mailed or faxed or emailed to each party's attorney as follows:

If to SELLER: Wayne M. LeBlanc, Esq.  
Glickman, Sugarman, Kneeland & Gribouski  
11 Harvard St.  
P. O. Box 2917  
Worcester, MA 01613-2917  
Telephone: 508-756-6206  
Facsimile: 508-831-0443  
Email: [leblanc@gskandg.com](mailto:leblanc@gskandg.com)

If to BUYER: Leslie Carey  
Brendon Properties, Inc.  
259 Turnpike Road, Suite 110

Southborough, MA 01772  
Telephone: 508-485-3999  
Facsimile: 508-485-7111  
Email: leslie@brendonhomes.com

Or to such other address as either party shall have last designated by like notice in writing. Notices given hereunder shall be effective upon receipt in the case of notices given by hand or facsimile transmission, and the earlier of the date of receipt or the first attempted delivery in the case of notices given by certified mail or express mail.

Additionally, the parties' attorneys are authorized to execute any amendments, not substantive in nature, such as extensions of time for performance and satisfaction of contingencies.

**38. UNDERGROUND TANK**

The SELLER represents that there is an existing underground oil tank on the premises which previously serviced the residential premises. SELLER, at SELLER'S expense, shall have the underground tank removed by a licensed professional tank removal company with all necessary inspections being performed prior to closing. SELLER shall provide BUYER with records of the process.

**39. AUTHORITY**

BUYER represents that BUYER has full and complete authority to enter into this agreement on behalf of the BUYER Corporation and to execute and bind the Seller Corporation by such signature on said agreement.

**40. ATTACHMENTS**

The following attachments are annexed hereto and incorporated herein by reference as integral parts of this Agreement: Rider A.

WITNESS our hands and seals this 22<sup>nd</sup> day of August, 2017.

Peter G Dowd  
Peter G. Dowd, SELLER

Betty Jo Dowd  
Betty Jo Dowd, SELLER

Brendon Properties, Inc., BUYER  
By:

Leslie S Carey, AS  
Leslie S. Carey, SIGNATORY

**PROSPECTIVE PURCHASER'S NOTIFICATION CERTIFICATION  
REGARDING MASSACHUSETTS LEAD PAINT LAW, M.G.L. CHAPTER 111**

Property Transfer Notification Certification to be signed by prospective purchaser(s) prior to signing a Purchase and Sale Agreement for residential property constructed prior to 1978.

The Massachusetts Department of Public Health's notification was provided to the prospective purchaser(s). The prospective purchaser(s) has read the notification or has had it read to him/her.

The prospective purchaser(s) was verbally informed of the availability of inspections for dangerous levels of lead.

CIL Realty of Massachusetts Incorporated, Prospective Purchaser(s), acknowledge having been so informed and so notified of the Massachusetts Lead Paint Law as amended and effective July 1, 1988.

Date: 8/22/17

Brendon Properties, Inc., BUYER

  
\_\_\_\_\_  
Leslie S. Carey, Signatory

PROPERTY ADDRESS: 135 Deerfoot Road, Southborough, Massachusetts

  
\_\_\_\_\_  
Peter G. Dowd, SELLER

  
\_\_\_\_\_  
Betty Jo Dowd, SELLER

## **EXHIBIT "A"**

### **Legal Description**

Beginning at the northeasterly corner of the first parcel on the southerly side of the Public Highway known as the Turnpike Road at its intersection with another public highway known as Deerfoot Road;

Thence westerly on said Turnpike Road, sixty-eight (68) rods to a stake and stones;

Thence south 2-1/2 degrees east twenty-four (24) rods to a stake and stone;

Thence north 86-1/4 degrees west nineteen (19) rods and seven (7) links to a corner at a yellow birch;

Thence south four-1/2 degrees east twenty-one (21) rods;

Thence south 6-1/3 degrees west twenty-five (25) rods and seven (7) links to a corner at a ditch;

Thence south 70-1/2 degrees east twelve (12) rods and five (5) links to a corner;

Thence north 22-2/3 degrees east six (6) rods and nineteen (19) links to a wall;

Thence southeasterly in an irregular line as the wall now stands forty-six (46) rods and seven (7) links to said Deerfoot Road;

Thence northeasterly on said Deerfoot Road thirteen (13) rods and twenty (20) links;

Thence more northerly as the road turns about ten and one-quarter (10-1/4) rods;

Thence northerly on said road thirty-six (36) rods and eight (8) links to a slight angle in said road;

Thence northerly on said road forty (40) rods and eight (8) links to the point of beginning.

Containing thirty-two (32) acres and seventy-eight (78) square rods, be the same more or less.

There is excepted from the above described premises so much thereof as was conveyed to the Commonwealth of Massachusetts by Elgen J. Rowe et ux for the Boston & Worcester Turnpike, by deed dated July 7, 1931, and recorded with Worcester District Deeds Book 2536, Page 441.

For title see deed from Worcester Foundation for Experimental Biology, Inc. dated April 12, 1983 and recorded with Worcester District Registry of Deeds, Book 7728, Page 284.



Excepting those premises heretofore conveyed to the Worcester Foundation for Experimental Biology, Inc., by deed of Hudson Hoagland, dated 20 September 1976 and recorded in Book 6030, Page 179.

## RIDER A

A. Notwithstanding the provisions of Clause 8 hereof, the place for the delivery of the SELLER's deed may be designated by a written notice from the BUYER received by the SELLER at least two (2) days before the date specified in Clause 8 as either (i) the place of business of the mortgage lender granting mortgage financing for the BUYER's acquisition of the premises or (ii) the office of said mortgage lender's attorney, but in no event is this transaction subject to financing. See Purchase and Sale Agreement, Paragraph 27.

B. Simultaneously with delivery of the deed, SELLER shall deliver to BUYER keys to the Premises.

C. At the time of the delivery of the deed hereunder, the SELLER shall execute and deliver to the BUYER such documents as are reasonably required by BUYER's lender or Title Insurance Company in accordance with usual conveyancing standards, but in no event shall the SELLER execute a Survey Affidavit or documents relating to Survey matters.

D. SELLER warrants and represents that SELLER has not caused or had urea formaldehyde insulation to be placed in or upon the premises, nor is SELLER aware of any urea formaldehyde insulation having been placed in or upon the premises at any time in the past. This provision shall survive the delivery of the deed.

E. BUYER and SELLER hereby agree to authorize their respective Attorneys, if any, and by executing this Agreement, do so authorize their Attorneys, to execute on his or her behalf, any and all extensions in connection with this Purchase and Sale Agreement, including but not limited to, extensions for completion of any and all Inspections, extensions for obtaining a commitment for financing, and/or extensions for the date of closing. SELLER further authorizes SELLER's, BUYER's and/or the BUYER's Lender's Attorney to obtain information on SELLER's mortgage(s), if any, including payoff figures, from SELLER's mortgage lending institution. The parties authorize the holder of the escrow to sign any documents needed to open said account.

F. This Agreement merges and supersedes all prior understandings, agreements, discussions and correspondence and sets forth the entire understanding of the parties pertaining to the purchase by BUYER and the sale by SELLER of the premises. BUYER has relied only on the warranties and representations set forth herein. The warranties and representations set forth herein are solely for the benefit of BUYER named herein and do extend to any nominee of BUYER of the premises. In the event of a conflict between the provisions of this Rider and the remainder of the Agreement, the provisions of this Rider shall govern.

G. The Parties acknowledge and agree that this Agreement may be signed in counterparts, and for purposes of this Agreement, facsimile or electronically scanned signatures shall be construed as original, provided however that no party shall avoid any obligation hereunder by failing to provide such original signature.

H. BUYER and SELLER hereby acknowledge that they have been offered the opportunity to seek and confer with qualified legal counsel of their choice prior to signing this agreement and throughout this transaction.

I. CLOSING DOCUMENTS: SELLER, or SELLER's agent under a written power of attorney, agrees to execute all reasonable and customary closing documents and certificates requested by BUYER's lender, its attorney, or BUYER's attorney, or BUYER's title insurance company, including but not limited to: (a) an affidavit to BUYER and BUYER's title insurance company certifying that there are no persons or parties in possession of the premises, that all municipal liens including water, sewer and electricity have been paid, and that no work has been done on the premises which would entitle anyone to claim a mechanic's or materialmen's lien with respect to the premises; (b) Internal Revenue Code Section 1099-B (proceeds from broker and barter exchange transactions) and Section 1445 (foreign persons) forms; (c) a certification as to the financial terms of the purchase and sale agreement and as to the true purchase price of the premises and whether or not the SELLER has or intends to lend to the BUYER a portion thereof, but in no event shall the SELLER execute a Survey Affidavit or documents relating to Survey matters.

J. TITLE PROVISIONS: Title to the premises shall not be deemed to be in conformance with the requirements of Paragraph 4 of this Agreement unless:

(a) Title is insurable for the benefit of BUYER and BUYER's lender by a title insurance company reasonably acceptable to the BUYER and BUYER's lender, in a fee owner's policy of title insurance, at normal premium rates, in the American Land Title Association form currently in use, without exceptions other than those permitted under Paragraph 4 hereof or those printed on the policy jacket, and it is agreed that in the event an owner's title policy can only be written with so-called affirmative coverage against a known title defect, then BUYER shall have the right, based on reasonable judgment of counsel, to deem such title unmarketable;

(b) All buildings, structures and improvements, including but not limited to, any driveways, garages, septic systems and cesspools, and all means of access to the premises, shall be located completely within the boundary lines of said premises and shall not encroach upon or under the property of any other person, unless under recorded easement or license;

(c) No building, structure or improvement of any kind belonging to any other person or entity shall encroach upon or under said Premises, unless under recorded easement or license;

(d) The premises shall abut a public way or a private way to which BUYER shall have both pedestrian and vehicular access, and if a private way, that such private way in turn has satisfactory access to a public way; which public way is duly laid out or accepted as such by the City or Town where the premises are located, but in no event is this transaction subject to financing. See Purchase and Sale Agreement, Paragraph 27.

K. ERRORS OR OMISSIONS: If any errors or omissions are found to have occurred in any calculations or figures used in the settlement statement signed by the parties (or would have been included if not for any such error or omission) and notice hereof is given within two months after the date of delivery of the deed to the party to be charged, then such party agrees to make such payment and/or sign such documents as may be necessary to correct the error or omission..

L. FAXED OR SCANNED AND EMAIL SIGNATURES: Faxed signatures, or scanned and emailed signatures, or any modifications to this agreement shall be considered as binding as original signatures.

M. SELLER states that to his knowledge there are no lawsuits currently pending or threatened which will in any way affect title to the premises.

N. COOPERATION: SELLER agrees to cooperate with BUYER in BUYER's efforts to obtain permits and approvals for the development of the Premises as BUYER shall reasonably request prior to closing, including, without limitation, the execution of such applications and other similar documents and instruments as shall be necessary for the submission of applications for such permits and approvals. SELLER further agrees to take no action to oppose or otherwise interfere with the BUYER's efforts to obtain such permits and approvals either before or after the date of closing hereunder. Such permits and approvals refer to Paragraphs 29 and 30 of the Purchase and Sale Agreement only. The provisions of this Paragraph shall survive delivery of the Deed hereunder.

O. MARKETING: Prior to the date of closing hereunder, BUYER may take such actions as BUYER deems necessary or appropriate to market the premises and/or any new residence to be constructed thereon for sale to third party purchasers from the BUYER, including, without limitation, listing the premises for sale with Multiple Listing Service and/or individual brokers, placing "For Sale" signs on the premises relating to the BUYER's sale of the same to third parties, advertising the premises for sale and showing the premises to such prospective third party purchasers. Also applicable to this provision are provisions in Paragraph 31 of the Purchase and Sale Agreement.

P. ADDITIONAL DOCUMENTS: SELLER shall perform the following obligations or deliver to BUYER, or BUYER's nominee, at the time of Closing the following documents, duly executed and acknowledged as provided therein:

- (a) The Deed duly executed and acknowledged, which conveys the premises to BUYER;
- (b) Such other customary documents and instruments as shall be necessary to convey good and clear record and marketable title to the premises as required hereunder,
- (d) Such customary affidavits and agreements as BUYER's title insurance company (the "Title Company") may reasonably require from SELLER in order to issue so-called owner's and lender's title insurance policies ("Title Policies") which shall insure BUYER's title to the premises subject to no exceptions other than the encumbrances permitted in Section 4 above and standard exceptions and without any exception for mechanics' or materialmen's liens or parties in possession; and
- (e) SELLER's certification, pursuant to the provisions of Section 1445 of the Internal Revenue Code of 1986, as amended, as to the status of SELLER as a "non-foreign person" thereunder (provided, however, that if such certification shows any ownership interest in the Premises that requires withholding of a portion of the Purchase Price by BUYER pursuant to the provisions of Section 1445, SELLER agrees that the amount of any such required withholding shall be withheld from the Purchase Price and BUYER agrees to comply with all requirements of Section 1445 with respect to such withholding).

Q. UNDERGROUND STORAGE TANK & HAZARDOUS MATERIAL: SELLER represents and warrants with independent investigation or inspection to the BUYER that to Seller's knowledge (a) that there are no underground storage tanks on the premises other than the reference made in Paragraph 38 of the Purchase and Sale Agreement and (b) that SELLER has no knowledge of the presence or disposal of oil, gasoline or other hazardous materials on the premises. The provisions of this paragraph Q shall survive deliver of the deed hereunder.



2011 00132139

Bk: 48312 Pg: 4

Page: 1 of 2 12/22/2011 02:50 PM WD

DEED

WE, PETER G. DOWD and BETTY JO DOWD, husband and wife, as tenants by the entirety, both of 135 Deerfoot Road, Southborough, Worcester County, Massachusetts for consideration paid of less than One Hundred (\$100.00) Dollars

grant to PETER G. DOWD and BETTY JO DOWD, husband and wife, as tenants in common, both of 135 Deerfoot Road, Southborough, Worcester County, Massachusetts

WITH QUITCLAIM COVENANTS,

the land in Southborough, Worcester County, Commonwealth of Massachusetts, with the buildings thereon, bounded and described as follows:

Beginning at the northeasterly corner of the first parcel on the southerly side of the Public Highway known as the Turnpike Road at its intersection with another public highway known as Deerfoot Road; thence westerly on said Turnpike Road, sixty-eight (68) rods to a stake and stones; thence south 2-1/2 degrees east twenty-four (24) rods to a stake and stones; thence north 86-1/4 degrees west nineteen (19) rods and seven (7) links to a corner at a yellow birch; thence south 4-1/2 degrees east twenty-one (21) rods; thence south 6-1/3 degrees west twenty-five (25) rods and seven (7) links to a corner at a ditch; thence south 70-1/2 degrees east twelve (12) rods and five (5) links to a corner; thence north 22-2/3 degrees east six (6) rods and nineteen (19) links to a wall; thence southeasterly in an irregular line as the wall now stands forty-six (46) rods and seven (7) links to said Deerfoot Road; thence northeasterly on said Deerfoot Road thirteen (13) rods and twenty (20) links; thence more northerly as the road turns about ten and one-quarter (10-1/4) rods; thence

Return to:  
Lander & Lander, P.C.  
405 Cochituate Road, Suite 302  
Framingham, MA 01701

Property Address: 135 Deerfoot Road, Southborough

24

northerly on said road thirty-six (36) rods and eight (8) links to a slight angle in said road; thence northerly on said road forty (40) rods and eight (8) links to the point of beginning. Containing thirty-two (32) acres and seventy-eight (78) square rods, be the same more or less.

There is excepted from the above described premises so much thereof as was conveyed to the Commonwealth of Massachusetts by Elgen J. Rowe et ux for the Boston & Worcester Turnpike, by deed dated July 7, 1931, and recorded with Worcester District Deeds, Book 2536, Page 441.

For title see deed from Worcester Foundation for Experimental Biology, Inc. dated April 12, 1983 and recorded with Worcester District Registry of Deeds, Book 7728, Page 284.

Excepting those premises heretofore conveyed to the Worcester Foundation for Experimental Biology, Inc., by deed of Hudson Hoagland, dated 20 September 1976 and recorded in Book 6030, Page 179.

Witness our hands and seals this 20th day of December, 2011.

Peter G Dowd  
Peter G. Dowd

Betty Jo Dowd  
Betty Jo Dowd

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

December 20, 2011

Then personally appeared the above-named Peter G. Dowd and Betty Jo Dowd, before me who have proven to me through satisfactory evidence of identification, which were driver's licenses, to be the persons whose names are signed herein, and acknowledged to me that they signed it voluntarily for its stated purpose.

Jay J. Lander  
Notary Public Jay J. Lander  
My Commission Expires: April 6, 2012



2011 00132146

DEED

WE, PETER G. DOWD and BETTY JO DOWD, husband and wife, as tenants by the entirety, both of 135 Deerfoot Road, Southborough, Worcester County, Massachusetts for consideration paid of less than One Hundred (\$100.00) Dollars

grant to PETER G. DOWD and BETTY JO DOWD, husband and wife, as tenants in common, both of 135 Deerfoot Road, Southborough, Worcester County, Massachusetts

WITH QUITCLAIM COVENANTS,

The land in Southborough, Worcester County, Commonwealth of Massachusetts, situated on the easterly side of Deerfoot Road and bounded and described as follows:

Beginning at a point on the easterly line of Deerfoot Road at the southwesterly corner of the tract to be conveyed, it being the northwesterly corner of land conveyed to Elizabeth B. Corbiere and shown on a plan which is recorded in the Worcester District Registry of Deeds, Plan Book 43, Plan 46;

thence south eighty-seven and one-quarter (87 1/4) degrees east seven hundred ninety-eight and five tenths (798.5) feet by said Corbiere land to a point;

thence north eleven (11) degrees east four hundred twenty-five and sixty-eight hundredths (425.68) feet, more or less, by said Corbiere land and land now or formerly of Moses C. Fay to a point;

thence north sixty-seven and one-half (67 1/2) degrees west about four hundred sixty and eighty-two hundredths (460.82) feet to a stone wall, making the easterly boundary of the second field easterly of said Deerfoot Road;

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405 Cochituate Road, Suite 302  
Framingham, MA 01701

Property Address: Deerfoot Road, Southborough

thence turning and running southerly by said stone wall about one hundred sixty-nine (169) feet to another stone wall;

thence turning and running in a westerly direction by said last mentioned stone wall, passing the corner of the stone wall, making the westerly boundary of said second field about three hundred thirty-four and fifty-three hundredths (334.53) feet to said Deerfoot Road at a corner of walls two hundred twenty-two and ninety-seven hundredths (222.97) feet, more or less, southerly from land formerly of said Fay, late of one Oveson;

thence southerly by the easterly line of said Deerfoot Road five hundred eight and nine hundredths (508.09) feet, more or less, to the point of beginning.

For title see deed Worcester Foundation for Experimental Biology, Inc. dated September 29, 1983 and recorded with Worcester Registry of Deeds in Book 7985, Page 15.

Excepting, however, from the aforesaid premises herein, those premises transferred to the Town of Southborough by deed of Hudson Hoagland dated the 1st day of March, 1978 and recorded in the Worcester District Registry of Deeds in Book 6570, Page 13.

Witness our hands and seals this 20th day of December, 2011.

Peter G. Dowd  
Peter G. Dowd

Betty J. Dowd  
Betty J. Dowd

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

December 20, 2011

Then personally appeared the above-named Peter G. Dowd and Betty Jo Dowd, before me who have proven to me through satisfactory evidence of identification, which were driver's licenses, to be the persons whose names are signed herein, and acknowledged to me that they signed it voluntarily for its stated purpose.

J. Lander  
Notary Public JAY J. LANDER  
My Commission Expires: April 6, 2012



# Unofficial Property Record Card - Southborough, MA

## General Property Data

Parcel ID 26-0000-001-0	Account Number F_643778_2929892
Prior Parcel ID X --	
Property Owner DOWD, PETER G AND BETTY JO	Property Location 135 DEERFOOT ROAD
	Property Use RES-CH61
Mailing Address 135 DEERFOOT ROAD	Most Recent Sale Date 12/22/2011
	Legal Reference 48312-4
City SOUTHBOROUGH	Grantor DOWD
Mailing State MA Zip 01772	Sale Price 101
ParcelZoning RA	Land Area 20.486 acres

## Current Property Assessment

Card 1 Value	Building Value 532,200	Xtra Features Value 50,900	Land Value 231,247	Total Value 814,347
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## Building Description

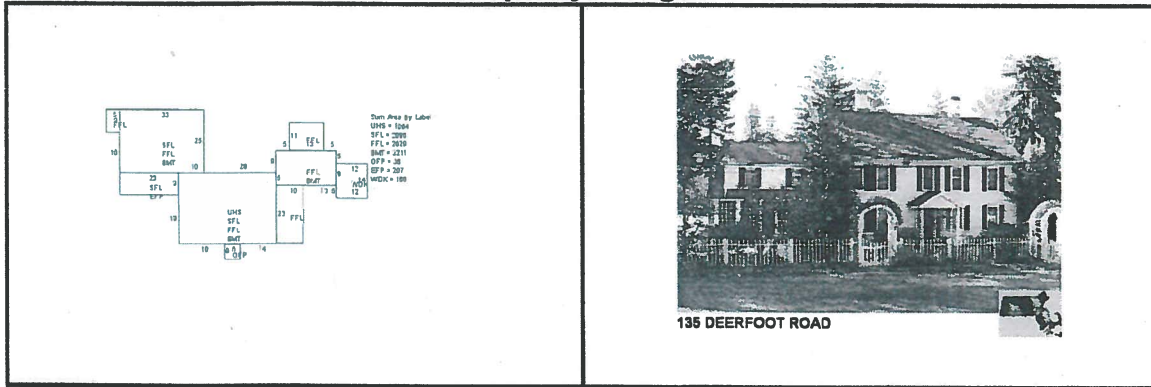
Building Style OLD STYLE	Foundation Type FLDSTN	Flooring Type SOFTWOOD
# of Living Units 1	Frame Type 1	Basement Floor N/A
Year Built 1845	Roof Structure GABLE	Heating Type STEAM
Building Grade VERY-GOOD	Roof Cover ASPHALT-SHNG	Heating Fuel OIL
Building Condition Good	Siding ALUMNM-VINYL	Air Conditioning 0%
Finished Area (SF) 4725	Interior Walls PLASTER	# of Bsmt Garages 0
Number Rooms 13	# of Bedrooms 7	# of Full Baths 3
# of 3/4 Baths 0	# of 1/2 Baths 1	# of Other Fixtures 0

## Legal Description

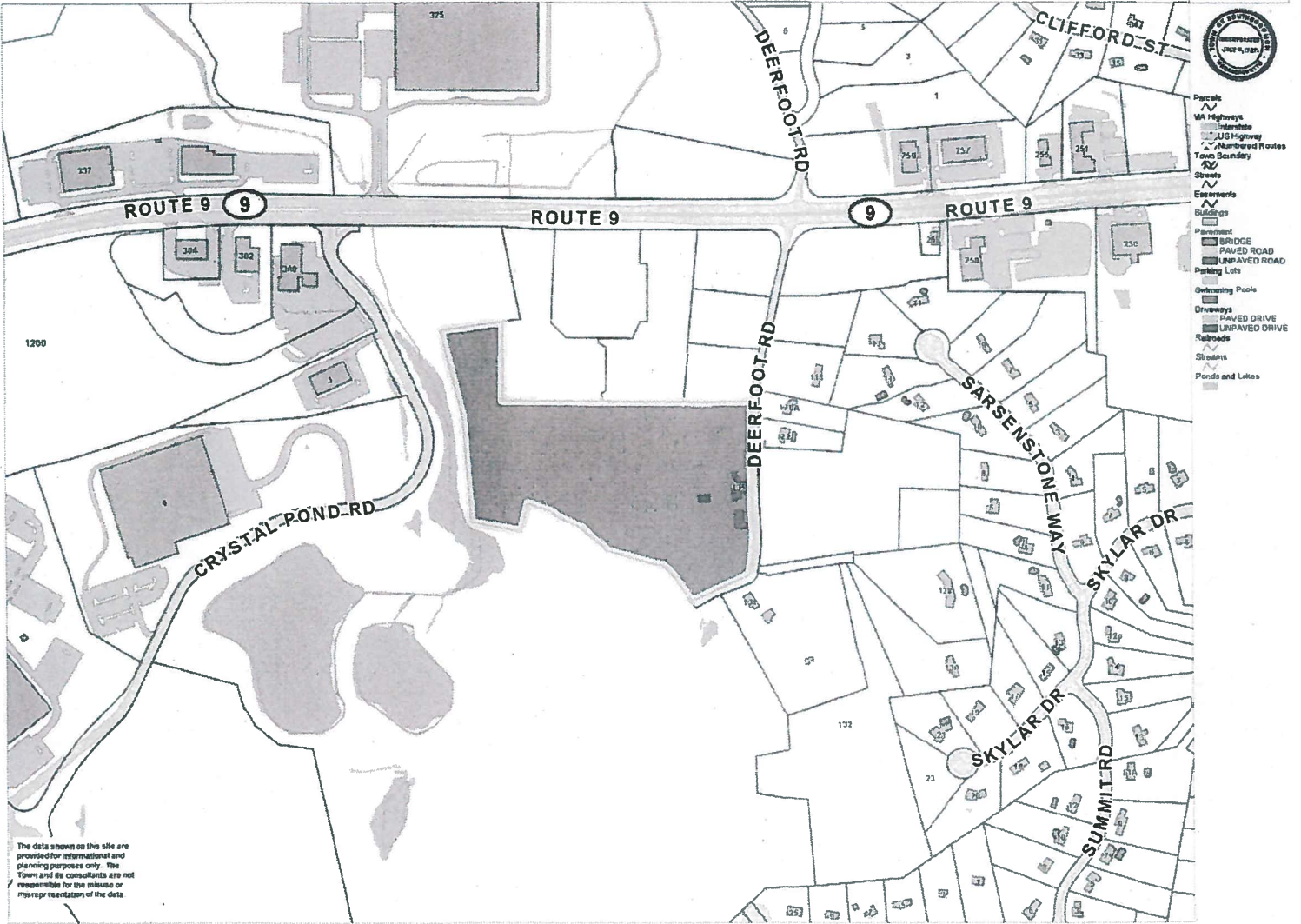
## Narrative Description of Property

This property contains 20.486 acres of land mainly classified as RES-CH61 with a(n) OLD STYLE style building, built about 1845 , having ALUMNM-VINYL exterior and ASPHALT-SHNG roof cover, with 1 unit(s), 13 room(s), 7 bedroom(s), 3 bath(s), 1 half bath(s).

## Property Images



Disclaimer: This information is believed to be correct but is subject to change and is not warranted.



The data shown on this site are provided for informational and planning purposes only. The Town and its consultants are not responsible for the misuse or misrepresentation of the data.



Printed on 08/25/2017 at 10:46 AM



# Unofficial Property Record Card - Southborough, MA

## General Property Data

Parcel ID 26-0000-006-0	Account Number F_644717_2929810
Prior Parcel ID X --	
Property Owner DOWD, PETER G AND BETTY JO	Property Location DEERFOOT ROAD
	Property Use COM-CH61-FOR
Mailing Address 136 DEERFOOT ROAD	Most Recent Sale Date 12/22/2011
	Legal Reference 48312-6
City SOUTHBOROUGH	Grantor DOWD
Mailing State MA Zip 01772	Sale Price 101
ParcelZoning RA	Land Area 7.360 acres

## Current Property Assessment

Card 1 Value	Building Value 0	Xtra Features Value 0	Land Value 471	Total Value 471
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## Building Description

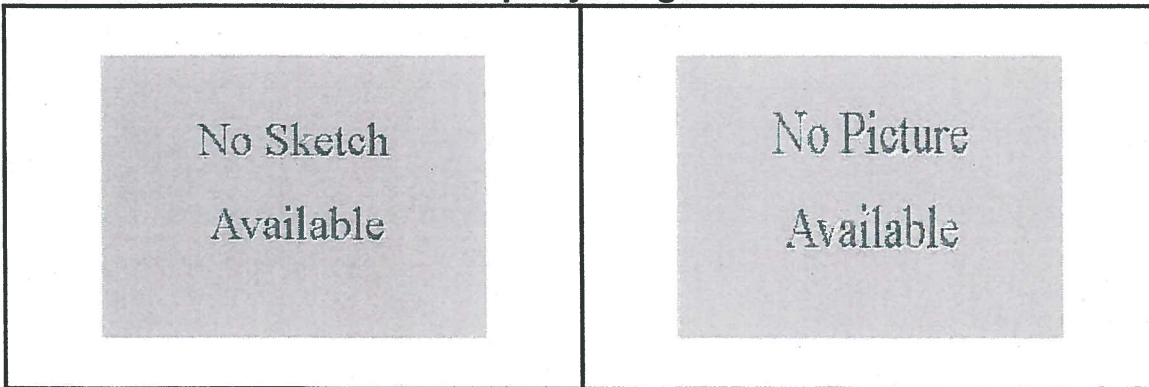
Building Style	Foundation Type	Flooring Type N/A
# of Living Units 0	Frame Type	Basement Floor N/A
Year Built N/A	Roof Structure	Heating Type N/A
Building Grade	Roof Cover	Heating Fuel N/A
Building Condition Average	Siding	Air Conditioning 0%
Finished Area (SF) N/A	Interior Walls N/A	# of Bsmt Garages 0
Number Rooms 0	# of Bedrooms 0	# of Full Baths 0
# of 3/4 Baths 0	# of 1/2 Baths 0	# of Other Fixtures 0

## Legal Description

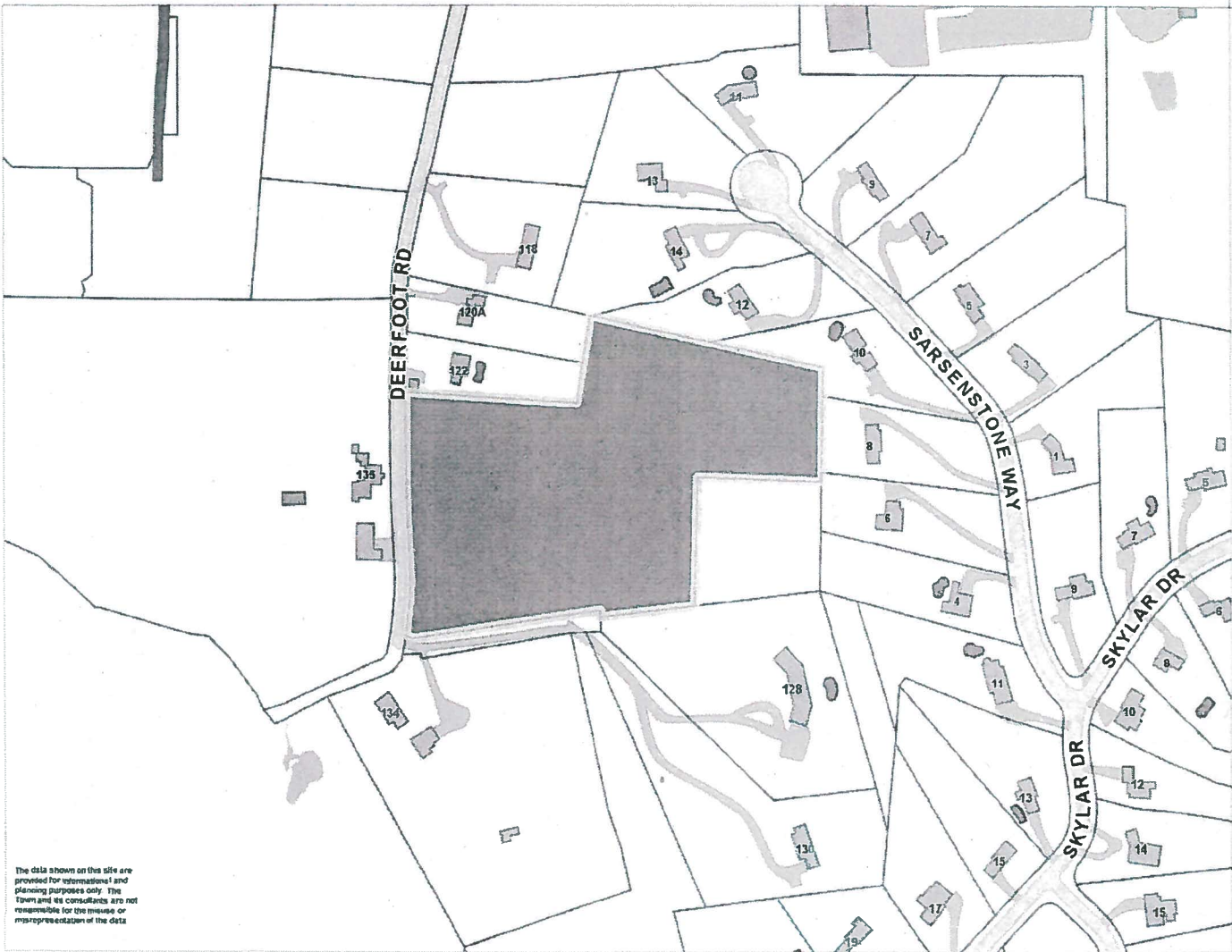
### Narrative Description of Property

This property contains 7.360 acres of land mainly classified as COM-CH61-FOR with a(n) style building, built about N/A , having exterior and roof cover, with 0 unit(s), 0 room(s), 0 bedroom(s), 0 bath(s), 0 half bath(s).

## Property Images



Disclaimer: This information is believed to be correct but is subject to change and is not warranted.



- Parcels
- WA Highways
- Interstate
- US Highway
- Numbered Routes
- Town Boundary
- Streets
- Essements
- Buildings
- Pavement
- BRIDGE ROAD
- PAVED ROAD
- UNPAVED ROAD
- Parking Lots
- Swimming Pools
- Driveways
- PAVED DRIVE
- UNPAVED DRIVE
- Railroads
- Streams
- Ponds and Lakes

The data shown on this site are provided for informational and planning purposes only. The Town and its consultants are not responsible for the misuse or misrepresentation of the data.

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Printed on 08/07/2017 at 03:18 PM

WORCESTER FOUNDATION FOR EXPERIMENTAL BIOLOGY, INC.

a corporation duly established under the laws of the Commonwealth of Massachusetts and having its usual place of business at 222 Maple Avenue, Shrewsbury, Worcester County, Massachusetts

for consideration paid, and in full consideration of ONE HUNDRED TWENTY THOUSAND DOLLARS (\$120,000.00) paid

grants to PETER G. DOWD and BETTY JO DOWD, husband and wife,

of as tenants by the entirety,

with quitclaim covenants

of 87 Upton Road, Grafton, MA.

the land in Southborough, Worcester County, Commonwealth of Massachusetts, with the buildings thereon, bounded and described as follows:

(Description and encumbrances, if any)

Deerfoot Road Southborough

Beginning at the northeasterly corner of the first parcel on the southerly side of the Public Highway known as the Turnpike Road at its intersection with another public highway known as Deerfoot Road; thence westerly on said Turnpike Road, sixty-eight (68) rods to a stake and stones; thence south 2-1/2 degrees east twenty-four (24) rods to a stake and stones; thence north 86-1/4 degrees west nineteen (19) rods and seven (7) links to a corner at a yellow birch; thence south 4-1/2 degrees east twenty-one (21) rods; thence south 6-1/3 degrees west twenty-five (25) rods and seven (7) links to a corner at a ditch; thence south 70-1/2 degrees east twelve (12) rods and five (5) links to a corner; thence north 22-2/3 degrees east six (6) rods and nineteen (19) links to a wall; thence southeasterly in an irregular line as the wall now stands forty-six (46) rods and seven (7) links to said Deerfoot Road; thence northeasterly on said Deerfoot Road thirteen (13) rods and twenty (20) links; thence more northerly as the road turns about ten and one-quarter (10-1/4) rods; thence northerly on said road thirty-six (36) rods and eight (8) links to a slight angle in said road; thence northerly on said road forty (40) rods and eight (8) links to the point of beginning. Containing thirty-two (32) acres and seventy-eight (78) square rods, be the same more or less.

There is excepted from the above described premises so much thereof as was conveyed to the Commonwealth of Massachusetts by Elgen J. Rowe et ux for the Boston & Worcester Turnpike, by deed dated July 7, 1931, and recorded with Worcester District Deeds, Book 2536, Page 441.

For title see deed from Guaranty Bank & Trust Company et als to Worcester Foundation for Experimental Biology, Inc. dated June 25, 1982 and recorded with Worcester District Registry of Deeds, Book 7503, Page 167.

Excepting those premises heretofore conveyed to the Worcester Foundation for Experimental Biology, Inc., by deed of Hudson Hoagland, dated 20 September 1976 and recorded in Book 6030, Page 179.

WF FEB  
COMMONWEALTH OF MASSACHUSETTS  
APR 13 1983  
APR 13 1983  
275.60

In witness whereof, the said WORCESTER FOUNDATION FOR EXPERIMENTAL BIOLOGY, 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 FEDERICO WELSCH, its Vice President and Executive Director  
hereto duly authorized, this twelfth day of April in the year one thousand nine hundred and eighty-three  
Signed and sealed in presence of

WORCESTER FOUNDATION FOR EXPERIMENTAL BIOLOGY, INC.

by

*Federico Welsch*  
Vice President and Executive Director

The Commonwealth of Massachusetts

Worcester,

ss.

April 12, 1983

Then personally appeared the above named Federico Welsch

and acknowledged the foregoing instrument to be the free act and deed of the Worcester Foundation for Experimental ~~Microbiology~~ Biology, Inc., before me,

*John J. Donnell*  
Notary Public

My commission expires October 18 1985

CERTIFICATE OF VOTE

I, THOMAS R. MOUNTAIN, hereby certify that I am the Secretary of Worcester Foundation for Experimental Biology, Inc., and that at a meeting of the Executive Committee duly called and held on March 7, 1983, at which a quorum was present and voting throughout, the following vote was unanimously adopted and is now in full force and effect:

"VOTED: That the Worcester Foundation for Experimental Biology, Inc. sell to Peter G. Dowd and Betty Jo Dowd certain property located on Deerfoot Road, Southborough, Worcester County, Massachusetts, for a purchase price of \$120,000.00. Said property is more particularly described as Parcel I as set forth in a deed from Guaranty Bank & Trust Company et als to Worcester Foundation for Experimental Biology, Inc. dated June 25, 1982 and recorded with the Worcester District Registry of Deeds in Book 7503, Page 167. That the Worcester Foundation for Experimental Biology, Inc. enter into an agreement with the said Peter G. Dowd and Betty Jo Dowd regarding the performance of certain conditions to be agreed upon between the parties, the performance of the conditions of said agreement to be secured by a mortgage from the said Peter G. Dowd and Betty Jo Dowd to the Worcester Foundation for Experimental Biology, Inc. in the amount of \$35,000.00 covering the real estate previously referred to herein; that Federico Welsch, Vice President and Executive Director of the Worcester Foundation for Experimental Biology, Inc., be and he is hereby authorized, empowered and directed to execute, acknowledge and deliver in the name and behalf of the Corporation, and as and for its corporate act and deed, a deed evidencing said sale, and an agreement as herein referred to, and to execute such other documents and to do such other things as in his sole discretion he shall deem necessary, proper or incidental to effectuate the foregoing vote, such other documents and things to be in such form and contain such terms, conditions and provisions as the said Vice President and Executive Director shall by his execution thereof thereby approve and ratify."

A true copy.

Attest:

  
Secretary

Dated: April 13, 1983

Recorded APR 13 1983 at 2:39 PM

**WORCESTER FOUNDATION FOR EXPERIMENTAL BIOLOGY, INC.**

a corporation duly established under the laws of the Commonwealth of Massachusetts  
and having its usual place of business at 222 Maple Avenue, Shrewsbury,  
Worcester County, Massachusetts

for consideration paid, and in full consideration of SIXTY THOUSAND AND NO/100 (\$60,000.00)  
DOLLARS

grants to PETER G. DOWD and BETTY JO DOWD, husband and wife as tenants by the  
entirety,  
of Deerfoot Road, Southborough, Massachusetts with quitclaim rarruants

the land in Southborough, Worcester County, Commonwealth of Massachusetts,  
situated on the easterly side of Deerfoot Road and bounded and described  
as follows: (Description and encumbrances, if any)

Beginning at a point on the easterly line of Deerfoot Road at the  
southwesterly corner of the tract to be conveyed, it being the north-  
westerly corner of land conveyed to Elizabeth B. Corbiere and shown on a  
plan which is recorded in the Worcester District Registry of Deeds, Plan  
Book 43, Plan 46;

thence south eighty-seven and one-quarter (87 1/4) degrees east  
seven hundred ninety-eight and five tenths (798.5) feet by said Corbiere  
land to a point;

thence north eleven (11) degrees east four hundred twenty-five and  
sixty-eight hundredths (425.68) feet, more or less, by said Corbiere land  
and land now or formerly of Moses C. Fay to a point;

thence north sixty-seven and one-half (67 1/2) degrees west about  
four hundred sixty and eighty-two hundredths (460.82) feet to a stone  
wall, making the easterly boundary of the second field easterly of said  
Deerfoot Road;

thence turning and running southerly by said stone wall about one  
hundred sixty-nine (169) feet to another stone wall;

thence turning and running in a westerly direction by said last  
mentioned stone wall, passing the corner of the stone wall, making the  
westerly boundary of said second field about three hundred thirty-four  
and fifty-three hundredths (334.53) feet to said Deerfoot Road at a  
corner of walls two hundred twenty-two and ninety-seven hundredths  
(222.97) feet, more or less, southerly from land formerly of said Fay,  
late of one Oveson;

thence southerly by the easterly line of said Deerfoot Road  
five hundred eight and nine hundredths (508.09) feet, more or less,  
to the point of beginning.

Being the second parcel described in a deed from Guaranty Bank &  
Trust Company et als to Worcester Foundation for Experimental Biology,  
Inc. dated June 25, 1982 and recorded with Worcester District Registry  
of Deeds, Book 7503, Page 167.

Excepting, however, from the aforesaid premises herein, those premises transferred to the  
Town of Southborough by deed of Hudson Hoagland dated the 1st day of March, 1978, and re-  
corded in the Worcester District Registry of Deeds in Book 6570, Page 13.

Deerfoot Road, Southborough, Ma.



In witness whereof, the said WORCESTER FOUNDATION FOR EXPERIMENTAL BIOLOGY, 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 FEDERICO WELSCH, its Vice President and Executive Director, hereto duly authorized, this 29th day of September in the year one thousand nine hundred and eighty-three. Signed and sealed in presence of



WORCESTER FOUNDATION FOR EXPERIMENTAL BIOLOGY, INC.

by

*F. Welsch*

Vice President and Executive Director

The Commonwealth of Massachusetts

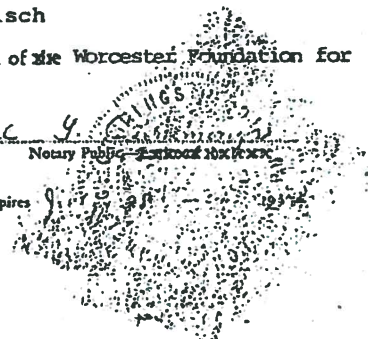
Worcester, ss.

September 29, 1983

Then personally appeared the above named Federico Welsch and acknowledged the foregoing instrument to be the free act and deed of the Worcester Foundation for Experimental ~~Biological~~ Biology, Inc., before me,

*Michael J. Gallagher*  
Notary Public - State of Massachusetts

My commission expires



RECORDED  
39105  
W.F.E.B.I.  
COMMONWEALTH OF MASSACHUSETTS  
DEEDS & EXCISE  
130.80  
10 Nov 83

CERTIFICATE OF VOTE

I, THOMAS R. MOUNTAIN, hereby certify that I am the Secretary of Worcester Foundation for Experimental Biology, Inc., and that at a meeting of the Executive Committee duly called and held on September 7, 1983, at which a quorum was present and voting throughout, the following vote was unanimously adopted and is now in full force and effect:

"VOTED: That pursuant to a certain Agreement between the parties dated March 30, 1983 the Worcester Foundation for Experimental Biology, Inc. sell to Peter G. Dowd and Betty Jo Dowd certain property located on Deerfoot Road, Southborough, Worcester County, Massachusetts, for a purchase price of \$60,000.00. Said property is more particularly described as "Second Parcel" as set forth in a deed from Guaranty Bank & Trust Company et als to Worcester Foundation for Experimental Biology, Inc. dated June 25, 1982 and recorded with the Worcester District Registry of Deeds in Book 7503, Page 167; that pursuant to said Agreement the Worcester Foundation for Experimental Biology, Inc. discharge a certain mortgage in the amount of \$35,000.00 from Peter G. Dowd and Betty Jo Dowd to the Worcester Foundation for Experimental Biology, Inc. dated April 13, 1983 and recorded with said Deeds in Book 7728, Page 290; that Federico Welsch, Vice President and Executive Director of the Worcester Foundation for Experimental Biology, Inc., be and he is hereby authorized, empowered and directed to execute, acknowledge and deliver in the name and behalf of the Corporation, and as and for its corporate act and deed, a deed evidencing said sale, and a discharge of mortgage as herein referred to, and to execute such other documents and to do such other things as in his sole discretion he shall deem necessary, proper or incidental to effectuate the foregoing vote, such other documents and things to be in such form and contain such terms, conditions and provisions as the said Vice President and Executive Director shall by his execution thereof thereby approve and ratify."

A true copy.

Attest:

  
Secretary

Dated: September 7, 1983

Recorded NOV 10 1983 at 10h/4m AM