

Board of Selectmen Meeting - Tuesday, June 24, 2014. 7:05 p.m.
116 Main Road, Tyringham

Present-- Christopher Johnson, Peter Curtin, Gerard Miller.
Others present - Molly Curtin-Schaefer & (see attached list)

Mail was read, Treasury warrants were approved, previous minutes were approved.

A discussion ensued regarding Molly Curtin-Schaefer and Mary Crandall's vacation pay that were on this week Treasury Warrant. Both opted to take the pay for unused vacation (as approved at the last Selectmens meeting) opposed to rolling the vacation into FY15. Gerard Miller was not in favor of this option.

Annual Appointments: (see attached list)

Christopher Johnson and Gerard Miller agreed that all Boards and Committees devise and submit a job description to the Selectmen. They also agreed that the FY16 Appointments for all positions will be posted as available and maybe applied for by submitting credentials for that position.

Peter Curtin made a motion to appoint the attached list of positions which are hi lighted in yellow, Christopher Johnson seconded, Gerard Miller abstained due to a lack of job descriptions, qualifications and the fact that the appointment list was not publicly posted. There was one exception held from the appointments. This was the appointment of Joseph Delmolino as a Police Officer. After a discussion of qualifications, Gerard Miller made a motion to appoint Joseph Delmolino as Police Officer, Christopher Johnson seconded, Peter Curtin was opposed. Motion carried.

Park Fence Bid Opening:

| | |
|-------------------------|-------------|
| Berkshire Fence Company | \$15,980.00 |
| All American Fence | \$13,100.00 |

Christopher Johnson made a motion to accept All American Fence bid, Peter Curtin, seconded. No opposition.

FY15 raises were held off until performance reviews can be completed. Molly to contact the Finance Committee to ask them to devise a plan to get the reviews completed within one week.

Christopher Johnson made a motion to accept the Last Will And Testament on behalf of the Town of Tyringham from Kevin Douglas Leach. This document is attached. Gerrard Miller seconded, no opposition.

Transfer Station:

The Board will ask Tom Fennelly into the next meeting to discuss his application for the "fill in" position at the Transfer Station.

Police Department:

Christopher Johnson made a motion to join the mutual aid agreement with Berkshire County Law Enforcement. Gerard Miller, seconded. No opposition.

113 Main Road

June 30, 2014 an inspection will be completed on the property at 113 Main Road. New photos will be taken. The current photos will be used to compare the progress in the cleanup effort by Mr. Kenneth Jones.

25 Jerusalem Road

A discussion ensued regarding the property on 25 Jerusalem Road. The Select Board and Building Committee have discussed this property for a possible site of a new Highway Garage. It was agreed that a new offer would not be submitted.

Goose Pond Mail Boxes:

Gerard Miller is in discussion with Chris from the Lee Post Office regarding the cluster mailboxes for Goose Pond. More information will be obtained.

Tax Collector:

The Finance Committee will evaluate the Collector job to see whether or not health insurance can be offered for the position. It has to meet at least 20 hours per week. These hours could be averaged out.

Town Buildings:

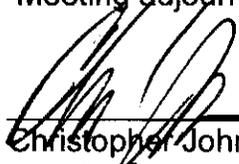
Christopher Johnson reported he discussed the Town buildings with Larry Gould. Larry is going to devise a priority list which will include prices.

Peter Curtin excused himself from the meeting at this point.

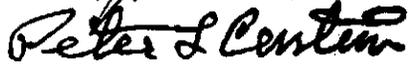
Fire Company:

Norman Beamon has acquired a bridge from the State of Ohio which will be used to cross Hop Brook to access the Fire Company land at the base of the Cobble. This bridge is free of charge, and will be delivered and set up at no charge. The Fire Company needs to take possession of the bridge in August 2014. Mr. Beamon submitted a deed from the Berkshire Middle District which shows this property is deeded to the Trustees of Reservation and not the Fire Company. It was agreed that Town Counsel will be contacted to complete a deed search for the Fire Company in relation to this land.

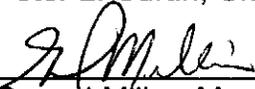
Meeting adjourned at 8:59 P.M.



Christopher Johnson, Chairman



Peter L. Curtin, Clerk



Gerard Miller, Member

Sign In 6/24/2014

Hestie Beebe

Michael Curtin

Denise Curtin

Mark J. Curtin

Norman Beaman Norm Beaman

Charles Sletten

The original is held in the will safe of
the law firm of Hannon Lerner, P.C.,
184 Main Street, Lee, MA 01238.
(413) 243-3311

LAST WILL AND TESTAMENT

OF

KEVIN DOUGLAS LEACH

I, **KEVIN DOUGLAS LEACH**, of the Town of Tyringham, County of Berkshire, Commonwealth of Massachusetts, do make this my Last Will and Testament, hereby revoking all wills and codicils heretofore made by me.

FIRST: I direct that all my just debts, my funeral expenses and the cost of the administration of my estate, including any Federal and State estate taxes, be paid out of my residuary estate as soon as practicable after my death.

SECOND: I may leave a memorandum with this Will wherein I request my Personal Representative or Alternate Personal Representative to distribute certain items of tangible personal property as directed.

THIRD: I direct that any real estate owned by me at the time of my death be sold within a reasonable time frame at fair market value and the proceeds of such sale be added to my estate. I also direct that the contents of my said real estate, in particular the antique contents, be appraised and sold within a reasonable time frame at fair market value and the proceeds of such sale be added to my estate.

KDL

FOURTH: I give and devise all my remaining estate, real, personal and wherever situated, including all property which I may acquire or become entitled to after the execution of this Will, to the Inhabitants of the **TOWN OF TYRINGHAM** by and through its Board of Selectmen and request that the monies be expended in six (6) equal shares among the following Town departments:

- a) Fire Department
- b) Highway Department
- c) Library
- d) Post Office
- e) Town Hall
- f) Transfer Station

FIFTH: I nominate and appoint **JANICE DIXON**, 661 Spring Forest Drive, Lawrenceville, Georgia, 30043 (770-339-0280), to be Personal Representative of this Will. In the event that the said **JANICE DIXON** shall fail or cease to act as Personal Representative, then I nominate and appoint **TAMMY SPALDING**, 2750 Michigan Road, #45, Madison, Indiana 47250 (502-744-9238) to serve in her stead. In the event that the said **TAMMY SPALDING** shall fail or cease to act as Personal Representative, then I nominate and appoint **KATHRYN BENNER**, P. O. Box 631, Stockbridge, MA 01262 (413-274-6253) to serve in her stead. I give to my Personal Representative or Alternate Personal Representative all of the powers given to Personal Representatives under the common law and the statutory powers given to Personal Representatives by the general laws of the Commonwealth of Massachusetts, with full power and authority to sell and to grant options

KOL

to purchase all or any part of my estate, both real and personal, at any time, at public or private sale, for such consideration, whether or not the highest possible consideration, and upon such terms, including credit, as my Personal Representative deems advisable, and to execute, acknowledge, and deliver deeds or other instruments in connection therewith. No purchaser shall be held to see to the application of the purchase money. All such powers and discretion may be exercised by her without application or license or order of any court. I specifically authorize my Personal Representative to retain in the estate until distribution thereof any securities belonging to me on the date of my death. I further request that no Personal Representative be required to furnish sureties on her official bond.

SIXTH: Any decision by my Personal Representative with respect to any discretionary power hereunder shall be final and binding on all persons interested.

SEVENTH: Whenever the word "Personal Representative" is used in this Will, or any pronoun used in its place, it shall mean the Personal Representative or Alternate Personal Representative or the Administrator with the Will Annexed, whether original, successor, female, male or corporate and the singular shall include the plural and the plural shall include the singular.

EIGHTH: I direct that this Will be governed, construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts regardless of my domicile at the time of my death.

KR

I, **KEVIN DOUGLAS LEACH**, the testator, sign my name to this instrument this 11th day of April, 2014, and being first duly sworn, do hereby declare to the undersigned authority that I sign and execute this instrument as my will and I sign it willingly, that I execute it as my free and voluntary act for the purposes therein expressed, and that I am 18 years of age or older, of sound mind, and under no constraint or undue influence.


KEVIN DOUGLAS LEACH

We, Marie Blauvelt, Virginia H. Vuolo, the witnesses, sign our names to this instrument, being first duly sworn, and do hereby declare to the undersigned authority that the testator signs and executes this instrument as his will and that he signs it willingly, and that each of us, in the presence and hearing of the testator, hereby signs this will as witness to the testator's signing, and that to the best of our knowledge the testator is 18 years of age or older, of sound mind, and under no constraint or undue influence.

Marie Blauvelt
Witness

Gt. Barrington, MA
Address

Virginia H. Vuolo
Witness

Lensdale MA
Address

COMMONWEALTH OF MASSACHUSETTS

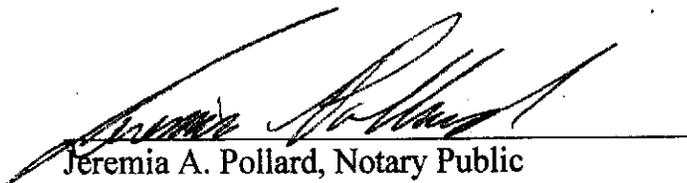
Berkshire, ss:

Subscribed, sworn to and acknowledged before me by **KEVIN DOUGLAS**

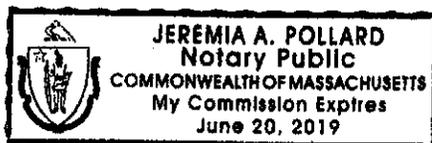
LEACH, the testator, and subscribed and sworn to before me by

MAKIE BLAUVET, and VIRGINIA H. VROLO, witness,

this 11th day of April, 2014.



Jeremia A. Pollard, Notary Public
My Commission Expires:



KDL

Trustees of Reservations

LAND IN TYRINGHAM
PROPOSED TO BE CONVEYED
TO THE

TYRINGHAM VOLUNTEER FIRE DEPARTMENT
RECREATION FACILITY 8/25/82

BOUNDARIES COMPILED FROM
TAX MAPS, DEEDS AND FIELD
RECONNAISSANCE AND ARE SUB-
JECT TO REVISION PENDING
RESULTS OF A REGISTERED LAND
SURVEY - DO NOT PUT IT ANOTHER
WAY, AN EDUCATED GUESS

SCALE 1" = 50'

N 15° 04' E - 276.9'
N 78° 29' E - 155.5'

N 1° 06' W - 62.92'

MAIN ROAD

'A' 1.5 AC ±

5' HIGH BANK ±

296 ±

296 ±

SECTION A-A' - TYPICAL
SCALE 1" = 50' HOR + VERT.
APPROX.

PROPOSED STRUCTURE

Existing Footbridge

'B' 1.2 AC ±

PICNIC

Old Rake Factory

50' 7' VFD

Proposed Bridge Site

HOP BROOK

ROAD

MAIN

N/F Jean Davis

N/F Stetson Adams

N/F Henning Carlson

N/F Jean Davis

Probable Colonial Lot Line

CREATED BY ERIC T. ...

1067 r 689

249123

Main Road
Tyringham, Massachusetts

The INHABITANTS OF THE TOWN OF TYRINGHAM, through their duly constituted Board of Selectmen, for consideration paid in the amount of ONE DOLLAR (\$1.00), hereby grant to the TYRINGHAM VOLUNTARY FIRE COMPANY, INC., a non-profit whose address is Main Road, Tyringham, Massachusetts, corporation/organized under the laws of the Commonwealth of Massachusetts, with QUITCLAIM COVENANTS, the land in the Town of Tyringham, County of Berkshire, Commonwealth of Massachusetts, more particularly bounded and described as follows:

Beginning in the westerly line of Main Street and in the northeasterly corner of land now or formerly of Beulah Cannon; thence westerly along the northerly line of said land of Cannon through the Mill Pond to land now or formerly of the estate of Helen Clarkson; thence northerly along the easterly line of said land of the estate of Helen Clarkson to a corner; thence easterly along the southerly line of said land of the estate of Helen Clarkson to the westerly side of said Main Street; thence southerly along the westerly line of said Main Street to the place of beginning.

Together with rights of crossing said land now or formerly of Beulah Cannon just southerly and adjoining said premises, for the purpose of repairing the dam of the Mill Pond. Also conveying all rights of flowage and water rights in and to said Mill Pond and Hop Brook.

Excepting and reserving from this conveyance the rights of way already existing over the roadway and bridge near the northerly end of the conveyed premises. Also excepting to the said Beulah Cannon and her heirs and assigns the right to enter the southerly portion of the conveyed premises for the purpose of maintaining the sewer as the same now is or formerly was.

Subject to the right of Eloise L. Meyer and Libbie M. Stedman, their heirs and assigns, to maintain the water line crossing the premises with the right to replace, repair and renew the pipes and also the right to maintain their sewer pipe through said premises, replacing, repairing or renewing said pipe, and also subject to the right of the said Eloise L. Meyer and Libbie M. Stedman, their heirs and assigns, to enter said premises for the purpose of placing, replacing, renewing, repairing and maintaining a septic tank with necessary pipes, suitable for four families at such place as the said Eloise L. Meyer and Libbie M. Stedman, or their heirs and assigns, may determine to be proper at a location southerly of the mill building, with the right to dig ditch or ditches to said tank from the property of the said Eloise L. Meyer and Libbie M. Stedman on the easterly side of Main Street, and dig such ditch or ditches as may be necessary from the tank to the brook.

The above description is modified as to certain boundary lines as set forth in a mutual Quitclaim Deed between Rustin McIntosh, M. Millicent Carvy McIntosh, Olivia James, Francesca Gilder Palmer, Edward M. Perkins, Sylvia B. Esequelle and Robert E. Esequelle dated December 31, 1951 and recorded in the Berkshire Middle District Registry of Deeds in Book 580, Page 420 etc.

And excluding from the property herein described a parcel of land conveyed to the Grantee by deed dated October 10, 1955 and recorded in said Registry in Book 635, Page 343.

Meaning and intending to convey, and hereby conveying, the same premises acquired by the Grantor herein by deed of Berkshire Bank & Trust Company, dated August 28, 1978 and recorded in said Registry of Deeds in Book 1016, Page 425 etc.



1067 690

-2-

This conveyance is made subject to the condition that the Grantee may not, without the prior written consent of the Tyringham Board of Selectmen, mortgage or otherwise encumber any portion of the subject premises, or permit any portion of the subject premises to be taken in satisfaction of any obligation of the Grantee, nor may the Grantee convey any portion of the subject premises to any party other than the Grantor; and in the event of any breach of these conditions, or in the event that the Grantee shall be voluntarily or involuntarily dissolved or shall at any future time cease to utilize the subject premises, then the subject premises shall revert to the ownership of the Grantor upon the recording in the Berkshire Middle District Registry of Deeds of an affidavit executed by not less than two (2) selectmen of the Town of Tyringham, attesting to the relevant facts.

WITNESS OUR HANDS AND SEAL this 20th day of December, 1982.

INHABITANTS OF THE TOWN OF TYRINGHAM

By: Mary C. Hale
 Mary C. Hale, Selectman

Walter deKay Palmer
 Walter deKay Palmer, Selectman

Peter L. Curtin
 Peter L. Curtin, Selectman

COMMONWEALTH OF MASSACHUSETTS

Berkshire, ss.:

20 December 1982

Then personally appeared the above-named Mary C. Hale, Walter deKay Palmer, and Peter L. Curtin, by me known to constitute the Board of Selectmen of the Town of Tyringham, Massachusetts, and they acknowledged the foregoing instrument to be the free act and deed of the Inhabitants of the Town of Tyringham, before me,

Jerry Floyd Fenton
 Jerry Floyd Fenton, Notary Public
 My commission expires 12/17/87

RECEIVED & ENTERED FOR RECORD DECEMBER 27, 1982 at 1:41 PM

We, Ernest M. Randall and Mabel C. Randall, of Groton,
Vermont,

holders of a mortgage
from John E. Randall and Helen Randall

to us
dated October 6, 1948

recorded with Berkshire Middle District, Registry of Deeds
Book 513 Page 378 acknowledge satisfaction of the same

WITNESS our hands and seals this

3rd day of Dec 19 55

Wm. Charles Foxit Junior

Ernest M. Randall

Lizzie B. Millis

Mabel C. Randall

Vermont
The Commonwealth of ~~Massachusetts~~
Caledonia County ss. *December 3* 19 *55*

Then personally appeared the above named *Ernest M. Randall and Mabel C. Randall*
and acknowledged the foregoing instrument to be *their* free act and deed before me

Lizzie B. Millis
Notary Public



Feb. 10 19 *56*

Received and entered for record December 30, 1955 at 3h 48m P. M.

I, SYLVIA B. EZEQUELE, of Great Barrington, Berkshire County,
Commonwealth of Massachusetts, being married, for consideration paid, grant
to THE TYRINGHAM VOLUNTEER FIRE DEPARTMENT, of Tyringham, in said County,
with WARRANTY COVENANTS, the land in said Tyringham, bounded and described
as follows:

Beginning at a point in the southeast corner of land of
Ezequelle; thence extending northerly along the westerly line of
Main Street, in said Tyringham, a distance of one hundred (100)
feet; thence at right angles to said westerly line of Main Street,
a distance of seventy (70) feet to an iron pin; thence at right
angles southerly a distance of fifty (50) feet to an iron pin in
an existing wall; thence following the line of said wall to the
place or point of beginning.

Being part of the same premises conveyed to me by deed of
Christine E. Dorna dated March 10, 1950 and recorded in Berkshire
Middle District Registry of Deeds in Book 558, Page 274.

This conveyance is made together with all rights and subject to all exceptions and reservations, if any are applicable, as set forth in deed from Earl C. Beauregard to Robert E. Ezequelle, et ux, dated May 28, 1948 and recorded in said Registry of Deeds in Book 543, Page 261 etc.

Taxes assessed against the above described premises for the year 1955 are to be apportioned between the parties hereto as of the date of delivery of this deed.

I, ROBERT E. EZEQUELLE, husband of said grantor, release to said grantee all rights of tenancy by the curtesy and other interests therein.

Witness our hands and seals this 20th day of October, nineteen hundred and fifty-five.

Robert E. Ezequelle
Sylvia B. Ezequelle

COMMONWEALTH OF MASSACHUSETTS.

BERKSHIRE, SS.

October 20 1955.

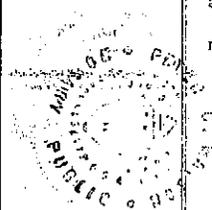
Then personally appeared the above named Sylvia B. Ezequelle and acknowledged the foregoing instrument to be her free act and deed, before

me

R. J. Watson

Notary Public.

My commission expires April 23, 1959.



Received and entered for record December 30, 1955 at 3h 59m P. M.

THE COMMONWEALTH OF MASSACHUSETTS

BERKSHIRE, SS.

SUPERIOR COURT.
In Equity
No. 1-5-9-1-3

~~Harold Spaniol et al~~

~~vs.~~

~~Nelos Couloures~~

FINAL DECREE AUTHORIZING FORECLOSURE OF MORTGAGE.

This cause, brought because of an Act of Congress known as the Soldiers' and Sailors' Civil Relief Act of 1940, as amended, for authority to foreclose a mortgage of real estate situated **certain**

in **Pittsfield**, in said County, dated **November 10, 1941**, and recorded in **Berkshire Middle District** Registry of Deeds, Book **502**, Page **115**, came on to be further heard, and was argued by counsel for the plaintiff, and thereupon, upon consideration thereof, it is ORDERED, ADJUDGED and DECREED that the plaintiff, be and hereby ~~is~~ are authorized to foreclose said mortgage by making an entry and by the exercise of the power of the sale contained therein.

recorded with Berkshire Middle District Registry of Deeds in Book 209, Page 547. Also one other piece of property situated just westerly of said described property and containing sixty-five (65) acres more or less, and being the same property deeded to Abigail A. Heath by Francis G. Heath and said deed is recorded with said Registry, to which record a reference is hereby made for a more particular description. Said last described parcel is more particularly described as follows, to wit: Bounded on the north by lands formerly of DeWitt C. Heath; on the east by the highway leading from the village of Tyringham to Jerusalem, so-called, past the dwelling house formerly of Cyrus Heath; on the west by land formerly of the Tyringham Shakers. From this second parcel there is excepted the following described parcels of land, to wit: (1) Commencing at the northwest corner of house lot formerly of Laura Dowd on the west line of highway, known as Jerusalem Road; thence north three (3) rods and eleven (11) feet to a stake and stones; thence northeasterly seventeen (17) rods and eleven (11) feet to a stake and stones on the west side of a large elm on line of highway before-mentioned and said line being ten (10) feet from the west line of land now or formerly owned by one Dorman and deeded to him by one Emmons; being the premises conveyed by Abigail A. Heath to Frank G. Dorman by deed dated January 9, 1895, and recorded with said Registry in Book 292, Page 451. (2) Beginning on the northerly side of the highway known as Jerusalem Road at an iron pin driven in the ground on the southerly side of a stone wall and about one foot northerly from the foot of a butternut tree; thence northerly one hundred twenty-eight (128) feet to an iron pipe in the ground; thence easterly two hundred two (202) feet to an iron pipe in the ground; thence southerly one hundred twenty-four (124) feet to an iron pipe in the south side of the aforesaid stone wall; thence westerly two hundred thirty-four (234) feet to the place of beginning. Being the premises conveyed by DeWitt C. Heath et als to Edward J. Hazen by deed dated April 14, 1917, and recorded with said Registry in Book 385, Page 476. Subject to the right granted to said Hazen to take water from a spring on said premises and also subject to the right, if any, of the American Telephone and Telegraph Company to construct and operate its lines over the above described parcels of land.

Said Parcel I being all and the same premises conveyed to Olivia James et al by deed of Ellen R. Kinne dated November 12, 1935 and recorded in said Registry in Book 467, Page 424.

Parcel II: Beginning at an iron pipe set in the stone wall on the northerly line of Parcel I described above, which iron pipe bears North 44° 44' East and is distant five hundred eighty and fifty-four one-hundredths (580.54) feet from another iron pipe marking the corner of land of one Howard; thence running North 39° 46' West a distance of fourteen hundred twenty-eight

and nineteen one-hundredths (1428.19) feet to a point at a fence line marked by an iron pipe; thence running along said wire fence North 44° 42' East through a large willow tree twelve hundred thirteen and sixty-eight one-hundredths (1213.68) feet to a point marked by a 30" oak; thence running along a wire fence North 16° 28' West a distance of one hundred fifty-four (154) feet to a point; thence running along wire fence North 33° 6' East a distance of sixty-eight and five-tenths (68.5) feet to a point; thence running along wire fence North 11° 54' West a distance of one hundred eighty-four (184) feet to a point marked by two oak trees; thence running along wire fence and across brook North 40° 46' East a distance of one hundred six (106) feet to a point; thence running along wire fence North 51° 43' East a distance of three hundred eighteen (318) feet to a point; thence running along wire fence South 46° 21' East a distance of two hundred sixty-four and seventy-one hundredths (264.71) feet to a point; thence running along wire fence North 44° 42' East a distance of two hundred sixty-two and fifty-eight one-hundredths (262.58) feet to a point; thence running along wire fence South 44° 12' East a distance of four hundred nineteen and fifty-five one-hundredths (419.55) feet to a point near a yellow birch tree; thence running along wire fence and across Hop Brook North 45° 48' East a distance of fourteen hundred two and thirty-one one-hundredths (1402.31) feet to a point marked by an iron pipe on the supposed westerly line of the main Tyringham highway; thence running along the supposed westerly line of said highway South 22° 00' East a distance of four hundred forty-three and seventy-six one-hundredths (443.76) feet to a corner of land now or formerly of Marshall Steadman Estate marked by an iron pipe; thence running South 73° 11' West along land now or formerly of said Steadman Estate a distance of seventy-eight (78) feet to an iron pipe on the easterly bank of Hop Brook; thence same course fifteen (15) feet more or less to center of Hop Brook; thence up Hop Brook a distance of six hundred (600) feet more or less to a point in the center of the brook; thence South 46° 26' West a distance of forty-four (44) feet more or less to an iron pipe which marks the northeast corner of said Parcel I described above; thence on the same course along the Northerly line of said Parcel I a distance of four hundred thirty-eight and eighty-seven one-hundredths (438.87) feet along stone wall to a point marked

by an iron pipe; thence running South 45° 36' West along stone wall a distance of three hundred ninety-four and seventy-seven one-hundredths (394.77) feet to a point marked by an iron pipe; thence running South 37° 55' East along stone wall a distance of eighty-one and sixty-seven one-hundredths (81.67) feet to a point marked by an iron pipe; thence running south 41° 12' West a distance of five hundred ninety-seven and twenty-two one-hundredths (597.22) feet to a point marked by an iron pipe; thence running South 44° 46' west a distance of two hundred thirty-two and forty-three one-hundredths (232.43) feet to a point marked by an iron pipe; thence running South 45° 20' West along stone wall a distance of five hundred sixty-one and fifty-two one-hundredths (561.52) feet to a point marked by an iron pipe; thence running South 44° 28' West a distance of seven hundred seventeen and seventy-two one-hundredths (717.72) feet to a point marked by an iron pipe at end of stone wall; thence running South 44° 44' West along stone wall a distance of one hundred twenty-five and thirty-five one-hundredths (125.35) feet to the point or place of beginning; containing 99.470 acres of land more or less. Together with all the land owned by the grantors which may lie between the lines hereinbefore set forth and the lands of adjoining owners, howsoever the same may be described, Subject to the rights if any of any telephone company or electric light company, or both to maintain poles and wires as at present located across said premises. Subject also to the rights if any of present owners of the property late of Marshall Steadman to maintain a line of pipe or pipes from a certain spring house on the property now or formerly of one Gilder lying to the north and west of the above-described premises to the buildings on said property late of Steadman, and subject to any existing rights to maintain a line of pipe or pipes to premises on the Easterly side of the main Tyringham highway.

Said Parcel II being all and the same premises described as Parcel No. 1 in deed of Emmons W. Blodgett to Olivia James et al dated May 19, 1939 and recorded in said Registry in Book 484, Page 244&c.

Parcel III: Beginning at the southeast corner of a plot of land located on the Westerly side of the main Tyringham highway and owned by

-2-

Olivia James, said point being marked by an iron pipe driven in the ground and being the point of intersection of the Southerly boundary of said land of Olivia James with the supposed Westerly line of said main Tyringham highway; thence running along the supposed westerly line of said main Tyringham highway south 23 degrees 14 minutes East a distance of 150.44 feet to a point; thence along said westerly line of said main Tyringham highway and crossing a brook; south 24 degrees 12 minutes east a distance of 295.23 feet to a point; thence along said westerly line of said main Tyringham highway south 35 degrees 57 minutes east a distance of 230.03 feet to a point now marked by an iron pipe driven in the ground opposite the road leading to the residence of Kimberly, now or formerly; thence south 50 degrees 42 minutes west a distance of 29.87 feet to a point now marked by an iron pipe driven in the ground on the Easterly bank of the Hop Brook; thence Northwesterly and Northerly along the Easterly bank of the Hop Brook and Mill Pond a distance of 725 feet more or less to a point now marked by an iron pipe driven in the ground at the southwest corner of said land of said Olivia James; thence along the line of said land of said Olivia James North 70 degrees 07 minutes East a distance of 11.25 feet to the point or place of beginning, containing 0.9 acres more or less, together with all the right, title, interest, and estate of the grantors in and to any strip or strips of land (if any) not included in the foregoing description situated on the Westerly side of said main Tyringham highway and adjacent to the land included in the foregoing description, it being the intention to convey by this deed all land of the grantors on the Westerly side of said main Tyringham highway and the Easterly boundary of other lands of the grantors lying on the Westerly side of said Hop Brook. Also all our right, title, interest, and estate in and to the following tract or parcel of land adjacent at the southerly end thereof to the land above described, namely; Beginning at the point which is the Southeasterly corner of said land above described, now marked by an iron pipe driven in the ground opposite the road leading to the residence of Kimberly, now or formerly; thence running along the supposed Westerly line of the main Tyringham highway south 38 degrees 13 minutes east a distance of 87.08 feet to a point now marked by an iron pipe where said supposed Westerly line of the highway meets the Easterly bank of Hop Brook; thence in a Northerly direction along the side of said Hop Brook a distance of 92 feet more or less to the point which is the Southwesterly corner of said land above described, also now marked by an iron pipe; thence North 50 degrees 42 minutes east along the southerly line of said land above described a distance of 29 feet 87 inches to the point or place of beginning, together with all the right, title, interest, and estate of the grantors in and to any strip or strips of land (if any) not included in the foregoing description situated on the westerly side of said main Tyringham highway and adjacent to the land included in the foregoing description, it being the intention to convey by this deed all land of the grantors

on the westerly side of said main Tyringham highway and the easterly boundary of other lands of the grantors lying on the westerly side of said Hop Brook. Subject to existing encumbrances, easements, or other paramount rights. Said Parcel III being all and the same premises conveyed to Rustin McIntosh by deed of Beulah Cannon dated March 12, 1951 and recorded in said Registry in Book 558, Page 437&c.

Excepting and reserving from the above described Parcels I, II; and III the following parcels of land:

Parcel A: Beginning at a point marked by an iron pipe on the supposed northwesterly line of the road leading from Tyringham to Fernside, it being also the southerly corner of the property of Comfort Gilder thence running north 31°30' west a distance of one hundred twenty-eight (128) feet along the present southwesterly line of property of Comfort Gilder to a point marked by an iron pipe in the westerly corner of land of said Comfort Gilder; thence turning and running south 44°27' west a distance of thirty-eight (38) feet in a line which is an extension of the present rear line of land of said Comfort Gilder to a point; thence turning and running south 31°30' east a distance of one hundred twenty-eight (128) feet more or less in a line parallel with the first described line to a point on the supposed northwesterly line of said highway; thence turning and running on said supposed northwesterly line of said highway north 43°49' east a distance of thirty-eight (38) feet to the place of beginning, containing four thousand seven hundred and five (4705) square feet of land more or less.

-3-

Being all and the same premises conveyed to Comfort Gilder by deed of Olivia James et al dated November 3, 1941 and recorded in said Registry in Book 492, Page 588&c.

Parcel B: Beginning at an iron pipe set in the ground on the westerly bank of the Hop Brook at a point about twenty-two (22) feet northerly of the abutment of the bridge adjoining, which crosses the Hop Brook on the old county road bordering the herein described property; thence running northwesterly and northerly along the west bank of said Hop Brook a distance of three hundred (300) feet more or less to a corner marked by an iron pipe set in the ground; thence turning and running South 59° 36' west a distance of eight hundred ninety-five and nine one-hundredths (895.09) feet more or less to a corner marked by an iron pipe set in the ground; thence turning and running south 46° 3' east a distance of four hundred ninety-four and fifty-five one-hundredths (494.55) feet more or less to a corner marked by an iron pipe set in the ground; thence turning and running north 44°3' east along other land of the grantors and along line of land now or formerly of Thomas Curtin a distance of five hundred eighteen and seventy-nine one-hundredths (518.79) feet more or less to a corner marked by an iron fence post; thence turning and running north 78°59' east a distance of four and eighty-seven one-hundredths (4.87) feet more or less to a corner marked by a spike driven into the northerly side of a large elm tree on the supposed northerly line of the highway running past these premises; thence turning and running north 43°51' east along the supposed northerly line of the aforementioned highway a distance of one hundred eighty and fifty-five one-hundredths (180.55) feet to the place of beginning. Containing six and ninety-eight one-hundredths (6.98) acres of land more or less.

Being all and the same premises conveyed to George Beach de Forest et ux by deed of Walter W. Palmer et al dated July 3, 1937 and recorded in said Registry in Book 476, Page 403&c.

Parcel C: Beginning at a point marked by an iron pipe driven in the ground, said point being southerly of the dam and westerly of the former Mill Pond; thence running along line of land formerly of one Clarkson, North 32 degrees 52 minutes West a distance of 350.67 feet to a point marked by an iron pipe driven in the ground at the end of a stone wall and near a gate; thence turning and running along a stone wall North 1 degree 06 minutes West a distance of 62.92 feet to a point marked by an iron pipe driven in the center of said stone wall; thence turning and running along said stone wall North 45 degrees 04 minutes East a distance of 27.69 feet to a point marked by an iron pipe driven in the center of said stone wall; thence turning and running along line of land formerly of said Clarkson North 78 degrees 29 minutes East a distance of 155.57 feet to a point marked by an iron pipe driven in the center of a stone wall; thence turning and running along the line of a fence South 65 degrees 50 minutes East a distance of 33.86 feet to a point marked by an iron pipe driven in the ground near three willow trees; thence turning and running easterly 15.0 feet more or less to a point in the center of Hop Brook; thence turning and running southerly and up said brook across the dam a distance of 400.0 feet more or less to a point which is 60.0 feet more or less easterly of the first mentioned iron pipe; thence turning and running westerly a distance of 60.0 feet more or less to the place of beginning. Containing 1.54 acres more or less. Subject to existing encumbrances, easements or other paramount rights.

Being all and the same premises conveyed to Sylvia B. Ezequelle by deed of Rustin McIntosh et al dated December 31, 1951 and recorded in said Registry in Book 580, Page 420&c.

This conveyance is made together with and subject to the benefits and burdens of the following:

1. All right, title, interest and estate of the grantors in and to any and all land southerly of the dam and westerly of the former Mill Pond, without but adjacent or contiguous to or abutting upon Parcel C described above.

Being all and the same premises conveyed to Rustin McIntosh et al by deed of Sylvia B. Ezequelle dated December 31, 1951 and recorded in said Registry in Book 580, Page 420.

-4-

2. Rights reserved by Walter W. Palmer et al, in their deed to George Beach de Forest et ux dated July 3, 1957 and recorded in said Registry in Book 476, Page 403 to take water from two springs located on Parcel B described above, which springs are now or were formerly interconnected, to the extent of 300 gallons per day and to convey the same by a pipe line adequate for such purpose to Parcel I described above; to enter upon said Parcel B for the purpose of laying, re-laying, maintaining or repairing said pipe or the meter which has been or is to be installed as hereinafter provided; and to install and maintain a pump at or near said springs and on the line of said pipe should said installation be necessary in order to properly convey water to any or all buildings now or hereafter erected upon said Parcel I. The reserved volume of water is restricted as more particularly set forth in said deed to George Beach deForest et ux and there is a mutual obligation to install water meters as further set forth in said deed.

3. Right of way created in deed of Olivia James et al to Sidney Coe Howard et al dated August 1, 1939 and recorded in said Registry in Book 484, Page 306&c, which right of way runs from the Fernside Road to Parcel I described above over the following described parcel of land:

Beginning at a point marked by an iron pipe on the supposed easterly side of Fernside Road which marks the northwest corner of property lying easterly of said Fernside Road and belonging to one Howard; thence running North 44°54' East along line of land of said Howard a distance of 651.40 feet to a corner marked by an iron pipe; thence running North 45°25' West a distance of 30 feet to a corner marked by an iron pipe; thence running South 44°54' West parallel to and 30 feet distant from first above described line a distance of 633.16 feet to a corner marked by an iron pipe on the supposed easterly line of Fernside Road; thence South 13°48' East along said Fernside Road a distance of 35.11 feet to the place of beginning.

Said right of way includes the rights to pass over said parcel, to make and maintain a passable roadway thereon, to take vehicles of all sorts over said right of way, to carry all sorts of property thereover by vehicle or otherwise, and to place, replace and maintain suitable gateways or bars in the fence or fences at either end of said right of way. Said right of way may not be so used as in any manner to exclude Sidney Coe Howard or Leopoldine Damrosch Howard from any part thereof, unless the owners of the dominant tenement shall make a suitable and adequate underpass under said right of way and shall bridge it over safely and securely and shall keep and maintain it in good order and condition so that said Sidney Coe Howard and said Leopoldine Damrosch Howard, their heirs and assigns, and their cattle and vehicles, may freely and safely pass to and fro under said right of way. If and while said underpass shall be so created and maintained the owners of the dominant tenement may fence off said right of way on either side along its length.

4. Easement thirty (30) feet in width given by Olivia James et al to Northeastern Gas Transmission Company by instrument dated June 6, 1951 and recorded in said Registry in Book 574, Page 546&c. Said easement is upon terms and conditions more particularly set forth in said instrument and the center line thereof is described as follows:

Enter at a point on the northwesterly property line of property owned by Olivia James, et al, which is also a southeasterly property line of John Rudd, said point of entrance being 879 feet in a northeasterly direction from a southeast corner of the Rudd property, said 879 feet being measured along the said southeasterly property line of the Rudd tract; thence south 35°56' east, 2951 feet; thence south 53°02' east, 293 feet, to a point of exit along the northwesterly side of the right of way called Jerusalem Road, which point of exit is 124 feet in a northeasterly direction from a southeast corner of said Olivia James, et al tract, said 124 feet being measured along a southeasterly property line of said Olivia James, et al tract and is marked by a rock fence.

5. Taking by Northeastern Gas Transmission Company of fifty (50) foot easement from Olivia James et al by order dated May 16, 1951 and recorded in said Registry in Book 551, Page 255. Said easement is more particularly shown as Parcel 72.01 on a plan filed in Drawer 224 in said Registry.

-5-

The grantors agree that they will give a deed confirming this deed and describing the premises conveyed herein in accordance with a survey now being conducted as soon as is reasonably possible following the completion of said survey.

I, M. MILLICENT CAREY McINTOSH, wife of said Rustin McIntosh, release to said grantee all rights of dower and homestead and other interests therein.

WITNESS our hands and seals this 22nd day of November, 1963.

Francesca Gilder Palmer
Francesca Gilder Palmer

Rustin McIntosh
Rustin McIntosh

Edward N. Perkins
Edward N. Perkins

M. Millicent Carey McIntosh
M. Millicent Carey McIntosh

STATE OF NEW YORK

New York ss. November 20, 1963.

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

Vivian M. Barrett
Notary Public

My commission expires VIVIAN M. BARRETT
NOTARY PUBLIC, State of New York
No. 30-5126150
Qualified in Nassau County
Cert. filed in New York County
Commission Expires March 30, 1964

NO STAMPS ARE REQUIRED ON THIS INSTRUMENT.

-6-

Received & entered for record November 25, 1963 at 2h 56m P. M.