



# THE CONSENSUS

VOL. XVII No. 1

February 13, 1963

February 9 General Meeting was attended by Ranny and Ann Gras.

Freeman Sale: The Freemans now having paid their back assessments, it was

AGREED: That with respect to the sale by David F. Freeman and Constance C. Freeman to Frederick M. Tingley of land shown as Lot 22 on a Plan recorded with Middlesex South District Deeds, Book 8624, page 59, Brown's Wood, Incorporated waives all of those pre-emption rights and options in Lot 22 which it has by virtue of a certain instrument entitled "Notice of Pre-emption Rights, Options and Restrictions", dated November 30, 1955, and recorded with Middlesex South District Deeds, Book 8624, page 028, whether arising out of the proposed sale or out of any previous leasing of Lot 22, consents to and approves of the sale of Lot 22 by David F. Freeman and Constance C. Freeman to Frederick M. Tingley or to Frederick M. Tingley and his wife, Dilla G. Tingley, in accordance with the terms and conditions of the offer and the purchase and sale agreement, and authorizes and directs any two officers of the corporation to execute and deliver the certificate referred to in the Notice.

Road: Articles are included in this year's Town Meeting Warrant "to see whether the Town will vote" to accept Laurel Drive and Loccasin Hill. These articles were requested by petition of local residents, and a letter accompanying the petitions pointed out to the Selectmen that BW roads are really in darn good shape and more than live up to 1955 standards, which seems all that can be reasonably expected of a 1955 subdivision.

It was proposed and discussed, without agreement, that if the town does not accept the roads, they be kept private anyway.

Meeting adjourned.



I M P O R T A N T  
BROWN'S WOOD MEETING NOTICE

Sunday  
March 10

8:00 p.m.  
Braun's

Item 1. Vote to exercise or waive pre-emption rights in the proposed sale of land (a small part of Lot 14) by Martin Balser to Franklin Greenen. For details see attached copy of The Consensus.

Item 2. Discussion of road acceptance program, road acceptance articles in the warrant, negotiations with Selectmen, and question of What To Do Next? For details see attached copy of The Consensus.

Item 3. Any other business.



# THE CONSENSUS

Feb. 28, 1963

VOL. XVII No. 2

Balser - Bronson Sale: Lot 14, the Balser lot, includes a funny strip, under 50 ft. wide, running down a very steep grade, between the Bronson land and the Edgar Browning land, to Weston Road.

This was the only frontage access for Bob Bernson's "back lot" of 7.5 acres when he sold it to BW. The Planning Board asked us to put an easement down it from Laurel Drive, in their tradition of keeping dead-end roads "open". They admitted it would most likely never be used because of the steep grade, but there it is.

Anyway, the Bronsons have been looking at that strip of land and thinking what they could do with it if it were theirs, and how the Balsers would never do anything with it. The Bronsons offered to buy it. The Balsers are willing to sell it. The Bronsons are willing to go through the red tape of Appeals Board and goodness know what all, and the Balsers are willing to go through the red tape of BW pre-emption rights.

The letter from the Balsers officially requesting BW's consent is at the Shanskys' if anyone wants to study it.

Road Acceptance: The Selectmen, upon receipt of petitions for Warrant Articles re acceptance of our roads, included the articles, and then contacted Brown's Wooders.

Homer spoke for the Executive Committee which had been dealing with the Selectmen for years now; he said personally he felt that technically the roads were indeed acceptable but that also personally he felt morally obligated by the agreement reached between the Selectmen and a majority of the Executive Committee, to do the work drawn up by the engineers. (This agreement was reached before bids were received, and was of course subject to our being able to pay for the work. The bids came to the vicinity of \$9,000, which BW could afford by selling Lot 21.)

The Selectmen also called on Lang for his views. I don't know what he said, he wasn't really connected with either the Executive Committee negotiations or the petitions. He was innocent.

The Selectmen then invited Ann Gras, as deliverer of the petition and signor of the accompanying letter, to come and discuss the matter with them, and on the day set they called again and asked her to "bring along everybody who is interested". Everybody was interested, but most people were ill or engaged; John Harris, Ed Rawson and Dave Shansky made themselves available and they and Ann went to Town Hall Monday night.

The Selectmen started off by reviewing the negotiations since last Town Meeting on our roads, and repeating that they thought everything was all settled, and asking "what happened?"

The Brown's Wood members explained that the Executive Committee had indeed been negotiating with full authority and directive from Brown's Wood, but that it was an old old vote and BW had never tried to rescind it. Meanwhile, seeing the roads performing so very well and the bids for "fixing" them appear so very high,



some individuals "who happen to live in BW" had acted upon their rights as taxpaying Lincoln citizens and submitted the petition. (They added that a subsequent survey showed very substantial support for this action).

The Selectmen referred back to the road, stated of their own accord that it was one of the best road surfaces in the whole town and way beyond 1955 standards. They added that they understood there was some drainage problem, a letter from Alan McClellan and some personal observations by Warren Flint (a year ago) were cited as evidence of catch basin overflow. Ed Rawson spoke very convincingly of the conditions on lower Moccasin Hill, which he had observed on many occasions especially in storms. He declared there was no problem on that stretch itself and furthermore that the road was not dumping as much water into Weston Road as a nearby driveway. - John Harris spoke of the conditions at Laurel Drive and Conant Road, describing the efficiency with which the well crowned road surface threw the water to the side faster than it could run down along the road. I believe he added the observation that water from Conant Road flows into a Laurel Drive catch basin.

As for the catch basins themselves, if the town takes them as is Warren said they would have to start rebuilding them so they could stand up under the strain of vacuum cleaning type catch basin cleaners now hired by the town. Admittedly these things weren't used in 1955. BW were asked how often we cleaned the basins, ans. once a year or so, with a shovel.

Selectmen pointed out they could not support "any town action which over-rides a previous town action until a final action has been taken on the first". If this really got to town meeting they would have to make a battle of it. They didn't think BW would want that. (They obviously didn't want it themselves either.) They hoped negotiations could continue until a settlement could be reached. On the other hand, they were awfully busy before Town Meeting and would like more time. - They were reminded they had been at it for six years. - The Selectmen would have to rely on their town engineer, as usual, things could certainly be worked out after town meeting. - Brown's Wood's impatience, if any, stems from the fact of the endless negotiations, "after town meeting" sounded equally endless. What assurance could there be by that any really acceptable agreement could be reached? - Admittedly, if negotiations didn't seem to get anywhere, after town meeting, BW could bring it up to the next town meeting.

BW members said they would bring the Selectmen's request for more time and withdrawal of the articles back to the rest of BW for a decision at their next meeting, hopefully. The Selectmen, one or more or all were invited to the BW meeting but did not accept, as yet at least.

The Selectmen have not let the matter drop, however; they have asked the Executive Committee to meet with them this Saturday afternoon, and have expressed real hope that some compromise can be reached before town meeting. If anything new comes of the Sat. meeting we will report same before the 10th.



October, 1962

BIDS ON BW ROAD

	Kennedy		C & M	
	Lin.	Max.	Min.	Max.
Item 1, Mod. CB's *	\$1800	-	\$1200	-
Item 2, New CB's *	-	\$2400	-	\$2100
Item 3, Blasting	\$11/yd <sup>3</sup>		\$15/yd <sup>3</sup>	
Item 4, Plugging	100	100	150	150
Item 5, Connection	735	735	No figure	
Item 6, Lump Sum	<u>6600</u>	<u>6600</u>	<u>7500</u>	<u>7500</u>
<u>TOTALS:</u>	\$9235	\$9835	\$8850	\$9750
	plus blasting		plus blasting	and connection

\* Specs call for 12 catch basins to be either modified, (Item 1, lower unit cost) or completely rebuilt (Item 2, higher unit cost), depending on depth of sump below new pipe.



REPORT ON ROAD ACCEPTANCE NEGOTIATIONS

BW's Executive Committee, three of, Homer Eckhardt, Ann Gras, and Dave Shansky, met with the Lincoln Board of Selectmen, all of them, on Saturday March 2, at the invitation of the Selectmen.

History: The Selectmen reviewed past negotiations with the Executive Committee, their own discussion with the BW "petitioners". They quoted their town engineer who, after reviewing the plan, had said he could not "recommend anything less" than the "improvements" drawn up and bid upon last fall.

Selectmen's Concession: However, in view of the present excellent condition of the road, and the investment BW has made in it already, the Selectmen said they were "prepared to commit themselves to abandoning the major approach to the drainage 'problem'". (By this they meant the 12" or 15" pipe that would have run from the intersection to Conant Road, tearing up paving along the way and necessitating the complete rebuilding of several catch basins, and costing a minimum of \$6,000 or \$7,000.)

They would abandon the pipe idea completely, said Charles Fitts, rather than picking at it with small inadequate measures. Meanwhile they would hope to God that the present drainage system would hold up another ten years. (As for Conant Road, they would still go ahead with improvements there as planned, at town expense).

BW's Share: The Selectmen hoped that BW would: a) move to pass over the relevant Articles at Town Meeting, (so there would be no danger of the roads being accepted as is!) b) Undertake the modification of some of the catch basins, because if we don't, and the town took it over, they would consider it important enough to do even at town expense.

The modification involves rebuilding the top three courses in such a way as to make them stronger, so as to withstand the abuse of the vacuum cleaning equipment. Also a grate would be used on top instead of concrete slabs. These could be plowed over and would look better for that matter, but are not so good for very steep slopes.

The bids on this modification were \$100 and \$150 per catch basin, last fall. With the paving around each grate, suggested by Warren Flint, they would cost a bit more.

When the c.b.'s are cleaned in April, we could see which ones will need frequent cleaning, and only those, perhaps, would have to be modified.

BW's Choice: We can pass over the Articles, hope the work required by the Selectmen is really as reasonable as it now seems. We can ask Town Meeting for a vote, hoping they'll take the roads as they are.

Come to the Brauns' tonight and help decide.



Waler

THE CONSENSUS

VOL. XVII, No. 4

March 13, 1963

General Meeting March 10

Present were Esther and Morton Braun, Homer Eckhardt, Ann Gras, Jacques Hill, Sophie Loewenstein and Carol Meyer.

Balser-Bronson Sale: It was proposed and AGREED:

That Brown's Wood, Incorporated, waive all of its pre-emption rights in a certain parcel of land described in a purchase and sale agreement executed February 18, 1963 by and between Martin and Arienne Balser and Franklin and Catherine Bronson, which rights it has by virtue of a certain document entitled "Notice of Pre-emption Rights, Options and Restrictions" and recorded with Middlesex County Land Court in Documents No. 302300, 310158 and No. 306581, such waiver to apply only to a sale on the terms and conditions and by and between the same parties as are set forth in the above mentioned purchase and sale agreement.

(The purchase and sale agreement includes stipulation that the sale is subject to "existing right of easement to Town of Lincoln and Brown's Wood, Incorporated.")

Road Acceptance: Homer Eckhardt reviewed the history of negotiations with the town on road acceptance, and the negotiations with Dick and Ann Neisser. When BW first asked if the Neissers would consider granting the easement, BW said that of course the preliminary work should be done at no expense to the Neissers.

It now looks as though BW will not be putting in a pipe, even though the Town will be putting one down Conant Road, and so BW doesn't need the easement, for its own purposes.

However, it was at BW's request that things got rolling last fall, and Dick Neisser, as he had said he would do, got both a lawyer and a landscape architect to work on the matter for him, and they in turn had discussions with BW's lawyer and the Town engineer, and ran up a bill or bills of \$210. Though this seemed a little high, the Executive Committee members who had first spoken to Dick Neisser and promised to pay reasonable expenses had not specified any limit for "reasonable", so BW is really obligated to pay this and certainly cannot expect Dick Neisser to pay it. So it was readily AGREED:

That the Executive Committee be authorized to reimburse the Neissers for expenses incurred, at Brown's Wood's request, in the process of planning a drainage easement, said expenses reportedly totalling \$210.

(It was informally agreed that since the Town will be using the Neisser easement, BW's contribution of \$210 can be considered



as part of our total "road improvement program", perhaps.)

There was considerable discussion of how much it would cost to do the work still necessary for road acceptance, assuming the petitioners do not take the matter to Town Meeting.

The Selectmen want the catch basins modified, but they have not said just how many. BW has about 32 catch basins. Bids received last fall for such modification were \$100 and \$150 per catch basin. Paving around each one will add a little to the cost. There was no indication that gutters would be required, or more work on the shoulders.

BW has about \$2700 available after paying bills. Assessments at \$25 per family, for last fall and this spring, could provide around \$1,000 more. It is conceivable that the work could be done without selling Lot 21.

Some members present felt it unlikely Lot 21 would ever be used, they thought agreement would be as difficult as ever on what to do with it. Selling it creates problems of what to do with the money, which cannot be distributed among the members without making BW subject to taxes, retroactively.

One suggestion was that BW sell Lot 21, buy cheaper land (perhaps from the Pond Trust) and put surplus money towards building tennis courts.

No conclusions were reached on Lot 21 except that there would be plenty of time later to talk about that.

It was pointed out that the Selectmen had made the sizable concession of abandoning the pipe idea because the petitioners had had a good bargaining position. The Executive Committee has never had such a good position, being given a sort of carte blanche to do whatever could be done to get the road accepted. Naturally the Selectmen, in the interests of the town, would ask for all the "improvements" they could get. If the petitioners withdraw these Articles at Town Meeting, the Executive Committee would still have no bargaining position. It seemed as though the Executive Committee's position should at least be consistent with the Selectmen's new, limited requirements. Therefore it was proposed and AGREED:

{ That, notwithstanding any previous agreement, the authority of the Executive Committee to make road repairs for town acceptance shall not include installation of any drainage pipe.

The meeting then adjourned.



BROWN'S WOOD, INCORPORATED

NOTICE OF

POT LUCK SUPPER PARTY MEETING EVENING

FRIDAY, JUNE 21  
7:30 P.M. - ?

AT THE  
ECKHARDTS'

- Agenda: 1) Punch  
2) Supper  
3) Coffee and Dessert  
4) Reports  
5) Consideration of what to do with Lot 21  
6) Consideration of what to do with BW  
7) Consideration of what to do with Massachusetts,

RSVP MARY ECKHARDT, CL 9-8191

\* \* \* \* \*

Road Acceptance Progress Report: As you must have noticed, work has begun on final modifications of catch basins which the selectmen have told us will render the BW roads acceptable to the Town of Lincoln.

Cost of these improvements will total \$2,390 plus \$200 to \$300 for an indefinable amount of gutter paving.

Cash on hand is \$1008, in escrow \$1018 (Jacques Hill is in the process of getting this out). Assessments receivable, including those for which members recently received notices, will bring in, if paid, \$732, making a total of \$2,758, just a little more than enough to pay the contractor.

Please don't forget to call Mary Eckhardt - CL 9-8191. (Or to pay the assessments. Thank you. The contractor hopes to get all but \$300 of his pay within a week.)



# THE CONSENSUS

VOL. XVII, No. 5

June 27, 1963

## GENERAL MEETING JUNE 21

Present at the Eckhardts' were Homer and Mary Eckhardt, Ruth and Lang Wales, Ed and Helen Healy, Ed and Nancy Rawson, Jacques and Helen Hill, Ted and Nina Polumbaum, Bob and Vera Smulowicz, Nell Novak, Gunny Grover, Mort and Esther Braun, Dave and Nettie Shansky, Dick and Molly Morgan, Paul and Sophie Loewenstein, Ranny and Ann Gras, Mark and Adeline Naiman, Ted and Barbara Withey, Fred and Dilla Tingley.

Road Acceptance: Homer Eckhardt reported that the work on the catch basins was completed and the Selectmen were on the point of accepting the road. (They have now done so, as of Monday night, and all that remains to be done is to deed the property over to the town. Both Selectmen and Planning Board have also indicated that they have no need for the easements which now run between Lot 5 and Lot 6 and between Lot 13 and Lot 14. ED) This all leaves BW with only one piece of real property, Lot 21.

What to Do with Lot 21: It was noted that BW cannot give away its assets to any but another nonprofit, probably Chapter 180, organization, nor can it divide its assets among the members.

It was generally agreed without formal proposal that whatever BW does, it will get rid of the options, restrictions, pre-emptions and perhaps its unwieldy working arrangement as well.

As for Lot 21, four suggestions were made:

1) The first suggestion was that BW sell Lot 21 for as much as possible, and with the proceeds buy shares from the Valley Pond Realty Trust. These shares would be held "in trust" by Brown's Wood or a simple successor organization, for the benefit of the lots in Brown's Wood. They would not be privately owned, nor would they be salable, but they would entitle each lot owner to all the privileges of share ownership, and would add to the value of each lot. Meanwhile, the substantial amount of cash would be a help to the Pond Trust, which needs funds.

It was also noted that if this were done, BW members who already own shares could sell their present shares and still be "shareholders" through BW. Thus they would in essence be "getting their money back" out of BW. (If it wasn't noted then, it has been noted since, that every share sold by a BW member means one less share sold by the Trust).

It was felt that every lot-owner in Brown's Wood should be able to benefit from this arrangement, even though some are not at present members of the corporation. If Lot 21 were sold for \$11,500, and BW wanted to purchase 23 shares (one for each lot) either the Trustees



would have to let the shares go for \$500 instead of the present \$600 price, or BW members would have to raise the difference in assessments.

One member felt that this suggestion meant Brown's Wood abandoning some of its own long term goals (for recreation within the community) and failing to take advantage of our one substantial asset. He felt the Valley Pond Association, with 130 member families, was much better equipped to help the Pond Trust in its financial problems than was BW, with 22 or 23 families. Brown's Wood has the land, the organization, the automatic assessment procedure, in short all things needed to provide a recreational facility within Brown's Wood. He therefor proposed another suggestion:

2) Brown's Wood retain Lot 21, raise money through assessments, and build at least a tennis court and perhaps further facilities.

One objection to this was that it would take years to raise enough money, even if people were willing to pay assessments. (Of course construction could be financed). Another objection seemed to be that this wouldn't help the Pond Trust at all. Anyway, there was very little support for the keep Lot 21 idea. Another suggestion was proposed which might provide tennis courts and not cost any money:

3) Sell Lot 21, buy or lease a bit of land from the Pond Trust for a nominal sum, and build a tennis court (you could build two for that much money) thereon. BW would retain title to the land and courts, the Valley Pond Association could have the use of them in exchange for maintenance. All BW members would automatically be entitled to use the tennis courts, whether or not they were shareholders in the Pond Trust. The Pond Trust would have another valuable asset which might make shares easier to sell. Nobody (except the buyer of Lot 21) would have to shell out any money.

It was not clear what the objection to this idea was; some felt courts aren't needed, some felt the Pond Trust needed cash more than tennis courts. It wasn't exactly voted won, just didn't get anywhere. Neither did another suggestion:

4) Sell Lot 21, put the money in the bank while we argue about what to do with it. It would, the proponent felt, be easier to decide what to do when we knew exactly how much money we were talking about. Also we would have reduced the number of alternative possibilities.

This idea was not favored because a) land appreciates in value faster than money (much) and b) while we are arguing, it's nice to have Lot 21 there. So in the end it was again proposed and AGREED

That the Executive Committee be authorized to dispose of Lot 21 in exchange for 23 shares in the VPRT, said shares to be held in trust by BWI or its successor and to be used by the owners of lots qualified for such use. In order to qualify, lot owners must a) accept duties of membership in BW, b) pay in full all assessments that have fallen or would have fallen due during current ownership of lot.



BROWN'S WOOD MEETING NOTICE

Tuesday, August 27  
8:00 p.m.

at the Wales'

Agenda will include

- 1) Consideration of exercise or waiver of rights in sale of house and lot by John N. and Naomi A. Harris to John D. C. and Little. (A purchase and sale agreement for this transaction is available for inspection at the home of Ann Gras, Clerk)
- 2) Consideration of Brown's Wood membership application from Fred and Dilla Tingley, and any other membership applications from Brown's Wood residents that have been received prior to August 27.
- 3) Road acceptance report.
- 4) Progress re sale of Lot 21.

*Richard Anderson*

*1476 Park, Spfld*

*413-ST2-2054*

*402-1242*



## THE CONSENSUS

VOL. XVII No. 8

August 30, 1963

August 27 General Meeting was attended by Esther Braun, Ann Gras, Gunny Grover, Jacques Hill, Dave Shansky, Ruth and Lang Wales, members; and Arienne and Martin Balser, Barbara Hayes, Adeline and Mark Naiman, non-members.

Harris-Little Sale Approved: It was proposed and AGREED:

That with respect to the proposed sale by John N. and Naomi A. Harris to John D. C. Little of land, with building thereon, shown as Lot 23 on a plan recorded with Middlesex South District Deeds as Plan 2260 of 1955, Brown's Wood, Incorporated waives all of those pre-emption rights and options in Lot 23 which it has by virtue of a certain instrument entitled "Notice of Pre-emption Rights, Options and Restrictions" dated November 30, 1955 and recorded with Middlesex South District Deeds, Book 3624, page 028, consents to and approves of the sale of Lot 23 by John N. and Naomi A. Harris to John D. C. Little in accordance with the terms and conditions of the offer and the purchase and sale agreement, and authorizes and directs any two officers of the corporation to execute and deliver the certificate referred to in the Notice.

It was asked, since the members seem to want to free all BW lots of these cumbersome pre-emption rights, etc., why can't we just have a blanket vote, like the one above, for all lots? The explanation is, this vote only refers to this particular sale, not to future sales of the same lot, and it can be carried out with a single, simple certificate to be filed with the Harris-Little Deed. A general release such as BW wants for all lots would be effective for all time, would have to be more complete, and would have to be registered with many documents and references such as only a lawyer could provide.

In view of the general desire to get rid of these nuisances, and also of the fact that our previous lawyer Ron Steelman (and gone to California to stay, the Executive Committee has turned over the files to Alvin Levin, who has already begun preliminary investigation. (He even took the first nine volumes of The Consensus on his vacation with him, though A. Gras had told him BW had not yet authorized funds to pay for such labours!) - It was suggested that the Executive Committee get together with Mr. Levin at his convenience, obtain his recommendations and an estimate of the cost, and report back to the membership. Besides releasing lot-owners and the corporation of the mutual nuisance of pre-emption rights, it has been suggested that the corporate by-laws be streamlined, if the corporation's only function in the future is to hold VFC shares in trust for lot-owners.

Members Can Help Save \$\$\$, by the way, by giving the Clerk information on the date, book and page number of the registration of their deeds. These are stamped on the front of each deed. Otherwise, the lawyer will have to have a very time-consuming search made of registry files.



Membership Applications Approved: It was proposed and AGREED: That membership applications received from the following be approved: Martin and Arionne Balser, Barbara and John Hayes, Helen Hill, Fred and Dilla Tingley and Edward and Barbara Withey.

Authorized Membership: It was proposed and AGREED: That the authorized membership of Brown's Wood, Incorporated be increased to 46.

Road Acceptance is assured, only remaining details are drawing up a deed and making sure about drainage easements (on Lot 17 and Lot 21). Lang Wales reported that neither the Planning Board nor the Selectmen could see any reason why the Town should take over the easements running between Lot 5 and 6 and between Lots 13 and 14, originally put there to make possible extension of Moccasin Hill and Laurel Drive, respectively. Without town ownership of these easements, the likelihood of these roads ever being extended is extremely small, and under the control of Brown's Wood.

Sale of Lot 21 is not yet in sight. It has been listed with the Fair Housing Committee and advertised once in the Sunday Globe. The Executive Committee authorized the VPRT to act as BW's agent in the sale, and to determine the sale price; at this point the asking price is \$13,000. Further advertising will be done in September. Members who would be willing to put up notices about it on their company bulletin boards could help a great deal, please get in touch with Ann Gras.

Meeting Adjourned.

\* \* \* \*

A small Timex wrist-watch with a black leather strap was found by the Conant Rd. mail-boxes Thursday. It is now at the Gras house. Is it yours?



SHERIN AND LODGEN

COUNSELLORS AT LAW

80 FEDERAL STREET  
BOSTON 10, MASSACHUSETTS  
—  
TELEPHONE HANCOCK 6-5720

Homer D. Eckhardt, President  
Brown's Wood, Incorporated  
Laurel Drive  
Lincoln, Massachusetts

January 17, 1964

Dear Homer:

I am enclosing enough copies of the proposed release form, of the proposed deed to the Town, and of this letter so that each Brown's Wood family may have a complete set to consider before the January 23 meeting.

The deed to the town conveys the registered and unregistered portions of the road system separately and then (in the separate paragraphs following the title reference on page 4)

- 1) grants an easement to maintain the drainage pipe and dry-well on Lot 21;
- 2) refers to an easement to maintain a drainage line on Lot 17 granted by a separate instrument;
- 3) expressly negates the possibility of easements over Lots 5, 6, 13 and 14 for extensions of the roads and refers to the authorizing vote of the Planning Board;
- 4) refers to the various easements to use the roads which were created by BWI;
- 5) reserves an easement for the benefit of Lot 21 to use the unregistered part of Laurel Drive and all of Moccasin Hill (the dividing line between the registered and unregistered land runs across Lots 11 and 16);
- 6) refers to the easement granted to the Edison Company and the Telephone Company in the unregistered part of the roads;
- 7) contains a general reference to other possible easements and restrictions which may affect the unregistered land;
- 8) refers to the release of the Brown's Wood complex of options and restrictions; and
- 9) refers to the votes of the Town Meeting and the Selectmen accepting the roads.

I have sent a copy of the deed to Jack White for his approval and suggestions and there may, therefore, be some minor changes in the finished product.



The release form is, despite its appearance, somewhat simpler:

- a) The First Vote exercises the waiver rights reserved in the original Notice (subject to any outstanding rights of any mortgagee) and confirms the prior waiver of restriction B.
- b) The Second Vote eliminates the rights created by the affirmative undertakings by the grantees which are contained in the deeds conveying the Brown's Wood lots. These had the effect of re-creating, in a slightly different form, the options, pre-emption rights and restrictions which are set out in the Notice.
- c) The Third Vote releases the easements for the road extensions across Lots 5, 6, 13 and 14 and releases the option to acquire an additional easement across Lot 6.
- d) The Fourth vote authorizes the execution of an instrument which will put the first three votes into effect, but requires the owners of the land affected to release certain possible claims and interests of their own, namely
  - (i) claims relating to the certification procedures set up in the Notice;
  - (ii) claims relating to the existence, termination or any violation of the Pre-Emption Rights etc., whether in the Notice or in the deeds; and
  - (iii) rights to use the road extension easements.

The rest of this form consists of the adoption of the votes and releases by the individual owners (including the Bronsons) of the affected land and places for signatures and acknowledgments.

If there are any questions about either of these instruments I will be happy to try to answer them at the meeting.

Sincerely,





## THE CONSENSUS

VOL. XVII No. 9

Jan. 28, '64

### GENERAL MEETING, JANUARY 23

Present were: Ed and Nancy Rawson, Morton and Esther Braun, Bob and Vera Smulowicz, Mark and Adeline Naiman, Ranny and Ann Gras, Ruth Wales, Homer Eckhardt, John Little, Fred Tingley, Dick Hayes and Manny Kramer. Alvin Levin attended as legal counsel for Brown's Wood.

Document of Release: Alvin gave a fascinating review of the side-effects arising out of the famous Notice of Pre-emption Rights, ... which seemed quite complicated enough by itself. He concluded that this document of release would take care of most but not all of the problems. Some must be left to the test of time, perhaps, and are not likely to cause trouble.

One problem BWI can do nothing about relates to the Restrictions, which are unwaivable without consent of mortgagees or their assignees. Any bank holding a mortgage on any lot can reserve the right to enforce these restrictions against all other lots. Alvin conjured up a frightful picture of one foreclosure coinciding with a monstrous fire that wiped out all the houses - and packing case outbuildings - in BW. In such an event, the bank could require architectural approval, etc., of all buildings to be put up.

The only thing to do about this is to try to get letters of consent from all mortgagees, which is why Alvin needs the information on who they are.

Aside from that, this awesome document of release will relieve all lots of almost all the rights, privileges, and obligations which they have in, from and towards all the other lots. There is some question whether the roads, being part of the "land" covered by all these options, pre-emptions, etc., ~~is~~ are subject to them, and can be adequately released from them. Maybe some day someone will try and force the Town of Lincoln to commence building a dwelling on Laurel Drive, it being well past the three-year limit already.

Everyone present being apparently satisfied that this document would do what Brown's Wood now wants to do, it was AGREED: That the VOTES incorporated in a Notice of Waiver, copies of which were delivered to each lot-owner in Brown's Wood together with the notice of this meeting, be accepted and voted as therein stated, subject to any necessary minor corrections and/or additions.

Road Deed: This turned out to be pretty complicated too. Utility companies don't have proper easements. (That's their worry, really, not ours). Boston Edison



and the Telephone Company, and actually Brown's Wood lot-owners too, have rights to engage in appropriate activities on the part of the road that is on unregistered land, but they could all be considered trespassers on the registered land. The Gas company doesn't have any real rights to do anything anywhere, they're here on sufferance.

Also interesting is the question whether any road accepted the way Lincoln accepts roads is really a public road. Other towns apparently "take" the right-of-way by eminent domain, maybe paying \$1.00 damages or so to make it proper. But Lincoln just "accepts" the fee. They've done it this way for umpteen years.

The Town is willing to have us eliminate the easements, extending from the two turn-arounds, and thus the possibility of the roads ever being extended into neighboring land.

Alvin also pointed out the desirability of getting this road accepted before the next town meeting, since it has been such a long time since the town voted on it.

Everyone present being satisfied with the form of the deed, and with authorizing Homer to sign it, it was then

**AGREED:** That the form of deed conveying land of Brown's Wood, Incorporated to The Inhabitants of the Town of Lincoln, a copy of which ~~was~~ was delivered to each lot owner in Brown's Wood together with the notice of this meeting, be approved.

And it was also **AGREED:** That Homer D. Eckhardt, the President of the Corporation, is hereby authorized and directed to execute, acknowledge and deliver on behalf of the Corporation a deed (in such form as shall be satisfactory to the President) conveying to the Town of Lincoln, without consideration, the fee in the roads known as Laurel Drive and Moccasin Hill; and that the recording of such deed shall be conclusive evidence of the approval of the form thereof by the President and of his authority to execute, acknowledge and deliver the same.

**New Members:** It was proposed and **AGREED:** That the membership application of John D. C. Little and Elizabeth A. Little be approved.

**Sale of Lot 21:** The Executive Committee had received an offer of \$11,500 for Lot 21, from Charles (Chuck) and Pat Stevens, of Lincoln. The Committee had already been empowered to exchange Lot 21 for 23 shares of the Valley Pond Realty Trust. Since this offer would make possible such an exchange, the Executive Committee was prepared to accept it, and a purchase and sale agreement was being drafted. This would be a fairly simple quitclaim deed (no options or pre-emptions) but it was decided that the usual requirement of approval for house plans by 10% of the members would be included.

**Meeting Adjourned.**

**More New Members:** By error, the consensus reported in the last issue of The Consensus, on approval of mem-



bership applications, was incomplete. It should have read, and is hereby so amended, as follows: AGREED: That membership applications received from the following be approved: Martin and Arionne Balser, Barbara and John Hayes, Helen Hill, Mark and Adeline Naiman, Fred and Dilla Tingley and Edward and Barbara Withey.

\* \* \*

Newest Members' Newest Member: The Little family has grown (I suppose they get this sort of comment all the time). The latest - and very handsome - addition is Ruel, the third boy and fourth child. Ruel is nearly two weeks old already.

\* \* \*

Sign Here Please: About the time the agreements in this report are ratified, Alvin hopes to have completed the final drafts of the deed and the release, and have the latter ready for your signatures. Your Clerk or somebody will bring it around for all of you to sign. (Please let me know if you expect to be away for any length of time, it might be desirable to get your signature ahead of time. If that's legal.) After that, Alvin will come to Brown's Wood on some convenient evening and at least one person from every family will have to come before him, preferably all at once, for half a minute and "solemnly swear" or something like that. This process will save at least five pages of document that would be required for separate notarizing.

If you have not already sent in your questionnaires about Deed No.'s, Mortgagees, etc., please do so as soon as possible. Thank you.



VERY IMPORTANT NOTICE

NOTARIZING OF SIGNATURES ON BROWN'S WOOD RELEASE WILL TAKE PLACE EN MASSE ON WEDNESDAY, MARCH 4, 1964, AT 6:00 p.m. AT THE GROVERS'.

At least one person (husband or wife) must be present from every family. If you cannot possibly accommodate, please let Homer Eckhardt know immediately. (It will then be necessary to type and print up further paragraphs for each copy of the document, and arrange a separate notarizing; i.e., it will be an expensive nuisance.)

ALSO, ALL OWNERS OF REGISTERED LAND ARE HEREBY NOTIFIED THAT THEIR CERTIFICATES OF TITLE WILL BE REQUIRED BY ALVIN LEVIN IN ORDER TO REGISTER ~~THE~~ RELEASE. (When the release is registered, its effect or reference thereto must be noted at the time in the space provided on the back of each certificate.) Therefor, will the following families please find or get from their bank their certificates of title: Loewenstein, Hayes, Gras, Balser, Hill, Polumbaum, Bronson.

DW members will also be asked, while congregated, to approve the budget presented in the attached Consensus.

3/2/64



# THE CONSENSUS

VOL. XVII No. 10

March 2, 1964

## BUDGET FOR BROWN'S WOOD, INCORPORATED APRIL - OCTOBER, 1964

### Estimated Expenses

Insurance	\$130
Taxes	50
Legal Fees	300
Registry Fees	100
Contingency	150

Total	\$730
Less Assets available (see below)	251

AMOUNT TO BE RAISED	\$479
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### Assets

Cash (Harvard Trust Co.)	\$ 38
Assessments Receivable	213

Total	\$251
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(Assessment of \$25 per family yields \$550)

Road Deed to Town is signed and sealed and notarized; since it refers to the Release, it will not be ready for registering until the Release is ready.

Lot 21 will presumably change hands this month. BW has in hand a purchase and sale agreement from Chuck and Pat Stevens, now of Virginia Road.

\* \* \* \*



March 1964

BK10480 PG20

DUPLICATE

BROWN'S WOOD, INCORPORATED, a Massachusetts corporation, hereby gives notice that it has waived, released and extinguished certain Pre-emption Rights, Options, Restrictions, covenants and easements which relate to a certain tract of land in Lincoln, Middlesex County, Massachusetts which is shown on a plan (the "First Plan") entitled "Plan Showing Subdivision of Land in Lincoln, Mass. Owned by Brown's Wood, Incorporated," dated February 8, 1955, prepared by Ranulf W. Gras, recorded with Middlesex South District Registry of Deeds at the End of Book 8475. A portion of said tract is registered land, shown on Land Court Plan No. 20864-D, and described in Certificate of Title No. 83959 issued by the South Registry District of Middlesex County, and a part of the unregistered portion of said tract is also shown on a plan recorded with said Deeds in Book 8624, Page 59.

Said Pre-emption Rights, Options, Restrictions, covenants and easements were waived, released and extinguished by the unanimous votes of all of the Directors and members of Brown's Wood, Incorporated at meetings duly held on January 23, 1964, said votes being as follows:

"FIRST VOTE:

VOTED: THAT, pursuant to the reservation of the "Right of Waiver" set forth in the "Notice of Pre-emption Rights, Options and Restrictions", affecting a tract of land in Lincoln, Middlesex County, Massachusetts, registered with the South Registry District of Middlesex County as Document No. 302300 and recorded with Middlesex South District Registry of Deeds in Book 8624, Page 28, all of the Pre-emption Rights, Options and Restrictions set forth in said Notice are hereby waived with respect to all of the land referred to in said Notice, it being the intent of this Vote that all of said Pre-emption Rights, Options and Restrictions be extinguished and terminated and that none of said Pre-emption Rights and none of said Options shall hereafter be deemed to be revived or revivable, as provided in said Notice;

AND THAT, the waivers of the Restriction designated "(B)" in said Notice, adopted by the Directors and members of the Corporation on May 9, 1956, as set forth in a certain instrument recorded with said Deeds in Book 8733, Page 260 and registered with said Registry District as Document No. 306581, are hereby ratified and confirmed;

BUT THAT, in accordance with the provisions of said Right of Waiver, the within waiver, as it terminates the Restrictions designated "(A)" and "(C)", does not affect any rights with respect to said Restrictions "(A)" and "(C)" which have heretofore accrued to any mortgagee (or assignee of any mortgagee) of any of the land referred to in said Notice.

"SECOND VOTE:

VOTED: THAT, the Corporation hereby releases and extinguishes each and every right and interest which the Corporation may have acquired with respect to said tract of land referred to in the FIRST VOTE adopted at this meeting, by reason of the affirmative agreements, grants and covenants made by the grantees in the several deeds, recorded with the Middlesex South District Registry of Deeds and registered with the South Registry District of Middlesex County, which are described below:

Deeds Conveying Registered Land:

- 1) Deed to Paul Lowenstein et ux, conveying Lot 11 and unregistered land, registered as Document

MAR 11 1964 #70 REC. "H" MAM \$18.90



No. 305265; Certificate of Title No. 88171 issued to grantees.

- 2) Deed to Theodore S. Polumbaum et ux, conveying Lot 16 and unregistered land, registered as Document No. 306748; Certificate of Title No. 88534 issued to grantees.
- 3) Deed to Jacques A. F. Hill, conveying Lot 15, registered as Document No. 308449; Certificate of Title No. 89040 issued to grantee. Premises conveyed to Alice C. Farrell and by her to said Hill et ux by deed registered as Document No. 400521; Certificate of Title No. 113225 issued to grantees.
- 4) Deed to Ranulf W. Gras et ux, conveying Lot 13, registered as Document No. 310157; Certificate of Title No. 89510 issued to grantees.
- 5) Deed to Albert B. Van Rennes et ux, conveying Lot 14, registered as Document No. 310158; Certificate of Title No. 89511 issued to grantees. Premises conveyed to Martin Balser et ux by deed registered as Document No. 345783; Certificate of Title No. 99164 issued to grantees. Premises subdivided into Lots 17 and 18 (Land Court Plan No. 20864-E) and Lot 17 conveyed to Franklin C. Bronson et ux by deed registered as Document No. 393396; Certificate of Title No. 111419 issued to grantees.
- 6) Deed to Richard T. Daly et ux, conveying Lot 12, registered as Document No. 312941; Certificate of Title No. 90254 issued to grantees. Premises conveyed to Lyman Allen et ux and by them to John R. Hayes et ux by deed registered as Document No. 377125; Certificate of Title No. 107376 issued to the last-mentioned grantees.

Deeds Conveying Unregistered Land:

- 7) Deed to David Freeman et ux, conveying Lot 22, recorded Book 8624, Page 59; premises conveyed to Frederick M. Tingley et ux by deed recorded Book 10233, Page 155.
- 8) Deed to David Ritson et ux, conveying Lot 18, recorded Book 8633, Page 498; premises conveyed to Mark L. Naiman et ux, by deed recorded Book 10133, Page 412.
- 9) Deed to David Shansky et ux, conveying Lot 8, recorded Book 8666, Page 420.
- 10) Deed to Arthur Swanson et ux, conveying Lot 9, recorded Book 8698, Page 81; premises conveyed to Edward L. Withey et ux by deed recorded Book 9402, Page 588.
- 11) Deed to Edward M. Healy et ux, conveying Lot 7, recorded Book 8700, Page 467.
- 12) Deed to Homer D. Eckhardt et ux, conveying Lot 17, recorded Book 8700, Page 476.



- 13) Deed to Paul Lowenstein et ux, conveying Lot 11 and registered land, recorded Book 8706, Page 347.
- 14) Deed to Richard S. Morgan et ux, conveying Lot 10, recorded Book 8712, Page 157.
- 15) Deed to John Harris et ux, conveying Lot 23, recorded Book 8733, Page 270; premises conveyed to John D. C. Little et ux by deed recorded Book 10368, Page 509.
- 16) Deed to Theodore S. Polumbaum et ux, conveying Lot 16 and registered land, recorded Book 8736, Page 571.
- 17) Deed to C. Stuart Grover et ux, conveying Lot 4, recorded Book 8743, Page 378.
- 18) Deed to James W. Meyer et ux, conveying Lot 1, recorded Book 8789, Page 600.
- 19) Deed to Manuel Kramer et ux, conveying Lot 2, recorded Book 8846, Page 316.
- 20) Deed to Bronislaw Smulowicz et ux, conveying Lot 19, recorded Book 8848, Page 401.
- 21) Deed to R. Langdon Wales et ux, conveying Lot 5, recorded Book 8852, Page 14.
- 22) Deed to Kalman Novak et ux, conveying Lot 3, recorded Book 8853, Page 2.
- 23) Deed to Lyman Allen et ux, conveying Lot 20, recorded Book 8854, Page 405; premises conveyed to Edward B. Rawson et ux by deed recorded Book 8874, Page 167.
- 24) Deed to Morton B. Braun et ux, conveying Lot 6, recorded Book 9394, Page 420.

"THIRD VOTE:

VOTED: THAT the Corporation hereby releases and extinguishes each and every right, interest and easement acquired or reserved by the Corporation, by the terms of the deeds described in subdivisions 4), 5), 21) and 24) of the SECOND VOTE adopted at this meeting and by the terms of an Option granted to the Corporation by Morton B. Braun et ux, recorded with Middlesex South District Registry of Deeds in Book 9394, Page 427, which rights, interests and easements affect the land described below:

Registered Land:

- 1) the portion of Lot 13, as shown on Land Court Plan No. 20864-D, marked "Easement"; and
- 2) the portion of Lot 14, as shown on Land Court Plan No. 20864-D, marked "Easement", said portion of Lot 14 being shown also on Land Court Plan No. 20864-E as comprising Lot 17 and the portion of Lot 18 marked "Easement";



Unregistered Land:

- 3) the portion of Lot 5 shown on the Brown's Wood subdivision plan, recorded with said Deeds at the End of Book 8475, as the area marked "Lot 5 Easement"; and
- 4) the portion of Lot 6 shown on the last-mentioned plan as the area marked "Lot 6 Easement"; and
- 5) the portion of Lot 6 constituting the subject matter of said Option from Braun et ux to the Corporation, as described in the Option.

"FOURTH VOTE:

VOTED: THAT, the FIRST VOTE, the SECOND VOTE and the THIRD VOTE adopted at this meeting shall take effect upon the recording with Middlesex South District Registry of Deeds and the registration with the South Registry District of Middlesex County of an instrument, attested by the Clerk of the Corporation and executed and acknowledged by Homer D. Eckhardt, as President of the Corporation, and by the record owners of the several component lots and parcels making up the tract of land referred to in the FIRST VOTE adopted at this meeting, which instrument shall incorporate said FIRST, SECOND and THIRD VOTES, this FOURTH VOTE, and releases by the record owners of said component lots and parcels (to be binding on such record owners and their respective heirs, devisees, personal representatives and successors in title to said component lots and parcels) of (i) all claims, whether now accrued or hereafter accruing, against the Corporation, its officers or members, with respect to all obligations regarding any certification provided for in the Notice of Pre-emption Rights, Options and Restrictions referred to in said FIRST VOTE; and (ii) all claims, rights and interests of whatever nature (now accrued or hereafter accruing), whether against the Corporation, its officers or members or against the present, past or any future owner of any of the land in said tract, which have arisen or may arise out of the establishment, existence, waiver or termination of the Pre-emption Rights, Options and Restrictions referred to in said FIRST VOTE, or out of any violation of any of them, or out of the affirmative agreements, grants or covenants, referred to in said SECOND VOTE; and (iii) all claims, rights, interests and easements to use, for the purposes for which ways are commonly used in the Town of Lincoln, the land described in subdivisions 1), 2), 3) and 4) of said THIRD VOTE, whether such claims, rights, interests or easements arise by express grant (as in the case of the deeds described in subdivisions 4), 5), 21) and 24) of said SECOND VOTE) or by implication from the provisions contained in the several deeds referred to in said SECOND VOTE, or from the provisions of a certain instrument dated July 28, 1956, recorded with said Deeds in Book 8852, Page 11, granting the general right to use the "ways" shown on the plan referred to in subdivision 3) of said SECOND VOTE;

AND THAT, the releases by the record owners of the several component lots and parcels provided for next above may take the form of declarations by such record owners assenting to said FIRST, SECOND and THIRD VOTES and adopting the acts therein set forth and the releases set forth above in this FOURTH VOTE (to the extent such acts are applicable to the component parcel or lot in said tract owned by the adopting record owners) as their own, or such other form as may seem satisfactory to the President of the Corporation, the recording and registration of such instrument, as aforesaid, to be

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conclusive evidence of such satisfaction and of the authority of said Homer D. Eckhardt to act in behalf of the Corporation in connection with the matters set forth in this Vote and in said FIRST, SECOND and THIRD VOTES."

AND EACH OF THE UNDERSIGNED hereby assents to and adopts as his, her or its own act the FIRST, SECOND and THIRD VOTES and the releases contained in the FOURTH VOTE, as set forth above, to the extent applicable to the component parcel or lot of said tract in which he, she or it has an interest.

IN WITNESS WHEREOF, BROWN'S WOOD, INCORPORATED, by Homer D. Eckhardt, its President, thereunto duly authorized, has caused this instrument to be executed under seal, as well in its right as owner of a portion of said tract of land as to give notice of the waivers, releases and extinguishments hereinabove set forth; and the several individual parties to this instrument have hereunto set their hands and seals, all on the 29th day of February, 1964.

ATTEST:

BROWN'S WOOD, INCORPORATED

Annette E. Cavan  
Clerk of  
Brown's Wood, Incorporated

By Homer D. Eckhardt  
Homer D. Eckhardt, President

ASSENTED TO AND ADOPTED, AS AFORESAID, WITH RESPECT TO REGISTERED LAND DESCRIBED IN

- 1) Certificate of Title No. 88171 (Lot 11 on Land Court Plan No. 20864-D):

Paul Lowenstein  
Paul Lowenstein  
Sophie Lowenstein  
Sophie Lowenstein

- 2) Certificate of Title No. 88534 (Lot 16 on Land Court Plan No. 20864-D):

Theodore S. Polumbaum  
Theodore S. Polumbaum  
Nyna Polumbaum  
Nyna Polumbaum

- 3) Certificate of Title No. 113225 (Lot 15 on Land Court Plan No. 20864-D):

Jacques A. F. Hill  
Jacques A. F. Hill  
Helen S. Hill  
Helen S. Hill

- 4) Certificate of Title No. 89510 (Lot 13 on Land Court Plan No. 20864-D):

Ranulf W. Gras  
Ranulf W. Gras  
Annette E. Cavan  
Annette E. Cavan



- 5) Certificate of Title No. 99164 (Lot 18 on Land Court Plan No. 20864-E):

Martin Balser  
Martin Balser

Arienne S. Balser  
Arienne S. Balser

- 6) Certificate of Title No. 111419 (Lot 17 on Land Court Plan No. 20864-E):

Franklin C. Bronson  
Franklin C. Bronson

Catherine M. Bronson  
Catherine M. Bronson

- 7) Certificate of Title No. 107376 (Lot 12 on Land Court Plan No. 20864-D):

John R. Hayes  
John R. Hayes

Barbara W. Hayes  
Barbara W. Hayes

- 8) Certificate of Title No. 83959 ("Road" shown on Land Court Plan No. 20864-D):

ATTEST:

BROWN'S WOOD, INCORPORATED

Annell E. Green  
Clerk of  
Brown's Wood, Incorporated

By Homer D. Eckhardt  
Homer D. Eckhardt  
President

ASSENTED TO AND ACCEPTED, AS AFORESAID, WITH RESPECT TO UNREGISTERED LAND DESCRIBED IN DEEDS RECORDED IN

- 9) Book 10233, Page 155 (Lot 22 shown on plan recorded in Book 8624, Page 59):

Frederick M. Tingley  
Frederick M. Tingley

Dilla G. Tingley  
Dilla G. Tingley

- 10) Book 10133, Page 412 (Lot 18 on First Plan):

Mark L. Naiman  
Mark L. Naiman

Adeline L. Naiman  
Adeline L. Naiman

- 11) Book 8666, Page 420 (Lot 8 on First Plan):

David Shansky  
David Shansky

Nettie S. Shansky  
Nettie S. Shansky



- 12) Book 9402, Page 588 (Lot 9 on First Plan):

Edward L. Withey  
Edward L. Withey  
Barbara Hobbs Withey  
Barbara Hobbs Withey

- 13) Book 8700, Page 467 (Lot 7 on First Plan):

Edward M. Healy  
Edward M. Healy  
Helen T. Healy  
Helen T. Healy

- 14) Book 8700, Page 476 (Lot 17 on First Plan):

Homer D. Eckhardt  
Homer D. Eckhardt  
Mary G. Eckhardt  
Mary G. Eckhardt

- 15) Book 8706, Page 347 (unregistered part of Lot 11 on First Plan):

Paul Lowenstein  
Paul Lowenstein  
Sophie Lowenstein  
Sophie Lowenstein

- 16) Book 8712, Page 157 (Lot 10 on First Plan):

Richard S. Morgan  
Richard S. Morgan  
Molly H. Morgan  
Molly H. Morgan

- 17) Book 10368 Page 509 (Lot 23 as shown on plan recorded in Book 8624, Page 59):

John D. C. Little  
John D. C. Little  
Elizabeth A. Little  
Elizabeth A. Little

- 18) Book 8736, Page 571 (unregistered part of Lot 16 on First Plan):

Theodore S. Polumbaum  
Theodore S. Polumbaum  
Nyna Polumbaum  
Nyna Polumbaum



19) Book 8743, Page 378 (Lot 4 on First Plan):

C. Stuart Grover  
C. Stuart Grover  
Gunilda G. Grover  
Gunilda G. Grover

20) Book 8789, Page 600 (Lot 1 on First Plan):

James W. Meyer  
James W. Meyer  
Carol H. Meyer  
Carol H. Meyer

21) Book 8846, Page 316 (Lot 2 on First Plan):

Manuel Kramer  
Manuel Kramer  
Ruth L. Kramer  
Ruth L. Kramer

22) Book 8848, Page 401 (Lot 19 on First Plan)

Bronislaw Smulowicz  
Bronislaw Smulowicz  
Sawera Smulowicz  
Sawera Smulowicz

23) Book 8852, Page 14 (Lot 5 on First Plan):

R. Langdon Wales  
R. Langdon Wales  
Ruth W. Wales  
Ruth W. Wales

24) Book 8853, Page 2 (Lot 3 on First Plan)

Kalman Novak  
Kalman Novak  
Nellie R. Novak  
Nellie R. Novak

25) Book 8874 Page 167 (Lot 20 on First Plan)

Edward B. Rawson  
Edward B. Rawson  
Nancy B. Rawson  
Nancy B. Rawson



26) Book 9394, Page 420 (Lot 6 on First Plan):

Morton B. Braun  
Morton B. Braun

Esther K. Braun  
Esther K. Braun

27) Book 8284, Page 356 (Lot 21 on First Plan; and "Moccasin Hill", being a way shown on the First Plan as that part of the undesignated area on the plan which begins at Weston Road and runs Northerly and then Westerly and ends in a turnaround having a sixty foot radius; and the unregistered portion of "Laurel Drive", being a way shown on the First Plan as that part of said undesignated area which begins at Conant Road and runs Southerly, then Southwesterly, then Southerly, then Southeasterly, and then Southerly again and ends in a turnaround having a sixty foot radius):

ATTEST:

Quade E. Civan  
Clerk of  
Brown's Wood, Incorporated

BROWN'S WOOD, INCORPORATED

By Homer D. Eckhardt  
Homer D. Eckhardt  
President

COMMONWEALTH OF MASSACHUSETTS } ss.  
COUNTY OF MIDDLESEX

February 29, 1964

Then personally appeared the within named Homer D. Eckhardt, President of Brown's Wood, Incorporated, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said corporation, before me,

Alvin Levin

Alvin Levin - Notary Public

My commission expires October 20, 1967

COMMONWEALTH OF MASSACHUSETTS } ss.  
COUNTY OF MIDDLESEX

March 4, 1964

Then personally appeared the within named ~~Paul Lowenstein,~~ Sophie Lowenstein, Theodore S. Polumbaum, ~~Nyna Polumbaum,~~ Jacques A.F. Hill, ~~Helen S. Hill,~~ ~~Ranulf W. Gras,~~ Annette E. Gras, Martin Balser, ~~Arienne S. Balser,~~ Franklin C. Bronson, ~~Catherine M. Bronson,~~ John R. Hayes, ~~Barbara W. Hayes,~~ Frederick M. Tingley, ~~Dilla G. Tingley,~~ ~~Mark L. Naiman,~~ Adeline L. Naiman, ~~David Shansky,~~ Nettie Shansky, Edward L. Withey, ~~Barbara Hobbs Withey,~~ Edward M. Healy, ~~Helen T. Healy,~~ Homer D. Eckhardt, ~~Mary G. Eckhardt,~~ Richard S. Morgan, ~~Molly H. Morgan,~~ John D. C. Little, ~~Elizabeth A. Little,~~ C. Stuart Grover, ~~Gunilda G. Grover,~~ James W. Meyer, Carol H. Meyer, Manuel Kramer, ~~Ruth L. Kramer,~~ Bronislaw Smulowicz, ~~Sawera Smulowicz,~~ R. Langdon Wales, Ruth W. Wales, ~~Kalman Novak,~~ Nellie R. Novak, Edward B. Rawson, ~~Nancy B. Rawson,~~ and Morton B. Braun and Esther K. Braun and severally acknowledged the foregoing instrument to be their respective free acts and deeds, before me,

Alvin Levin

Alvin Levin - Notary Public

My commission expires October 20, 196



DUPLICATE ENCUMBRANCE

Edmund C. Buckley  
ASSISTANT RECORDER

**Commonwealth of Massachusetts.**  
**LAND COURT.**

*Middlesex, ss.*

I hereby certify that the foregoing is a duplicate of Document No. 402983  
registered March 11, 1964 at 9 o'clock and 50 minutes  
A. M., and noted on Certificate<sup>s</sup> of Title No.'s 88171 etc. in the South Registry District  
for Middlesex County, Book 571 et Pages 21 etc.

In Testimony Whereof I have hereunto set my hand and affixed the seal of said  
Court, this 11th day of March A. D. 19 64

*Edmund C. Buckley*

Assistant Recorder.