

Andover Town Yard
Special Permit Application
#17 Deeds and Easements; Certification

See attached stamped survey plan, Final Site Plan for Amended Land Disposition Agreement (LDA), which depicts and describes the lots owned by the Town of Andover and Buxton Redevelopment, LLC and the easements and encumbrances (if any). This plan shows all the parcels which comprise the Andover Town Yard project site.

Prior to closing on the purchase of the property now owned by the Town of Andover, several parcels will be conveyed to the Applicant and will comprise the parcel shown as Lot A on the survey attached.

See also Plan #18127 in Book 19798 Page 170 (Essex North Registry of Deeds) which is the taking in fee simple, by eminent domain, made by the Town of Andover against itself, dated February 8, 2021 and recorded (subject to re-taking in accordance with the executed LLDA).

Properties owned by Buxton Redevelopment, LLC which will be part of the Andover Town Yard project are:

7-9 Lewis Street:

Buxton Redevelopment, LLC, by virtue of a Deed from Stephen W. Surette dated December 2, 2021 and recorded with said Registry of Deeds in Book 17258, Page 343.

35 Pearson Street:

Buxton Redevelopment, LLC, by virtue of a Deed from Hyesoon Kim dated October 26, 2021 and recorded in Book 17210, Page 97.

2-4 Buxton Court:

Buxton Development, LLC, by virtue of a Deed from Darrell E. Temple and Anne Flowers dated December 20, 2021 and recorded in Book 17282, Page 176.

122 North Main Street:

Buxton Redevelopment, LLC, by virtue of a Deed from Dawn Fisher-Salk, a/k/a Dawn Fisher dated July 28, 2022 and recorded in Book 17530, Page 247.

Existing easements:

1. Sewer Easement set forth in a Deed from Joseph F. Cole and Lewis T. Hardy to the Inhabitants of the Town of Andover dated April 27, 1910 and recorded with said Registry of Deeds in Book 288, Page 568, and as shown on a plan recorded in Plan Book 288, Page 600, and on Plan No. 18127 - this easement is to be relocated in accordance with LDA.

2. Sewer and drain easement from William Hill to the Inhabitants of the Town of Andover dated March 31, 1967 and recorded with said Registry of Deeds in Book 1060, Page 254 and depicted on Plan # 5646 - this easement is to be relocated in accordance with LDA.
3. The LDA calls for easements to the Town, in a form mutually acceptable to by the Town and the Developer, to be fully executed, delivered, and recorded at the Closing (together, the "Reserved Rights"):
 - a. an easement for the use, access to, operation, maintenance, repair, and replacement of the existing water and sewer lines and related equipment and facilities located within the Land as of the Effective Date, which may be relocated in accordance with Section 3.07(b), at the Developer's sole cost and expense, and which such easement shall specify that upon the relocation and successful commissioning of such equipment and facilities in their new location, the easement area under such easement shall be deemed to be such new location, and
 - b. a perpetual easement, effective upon the recordation of the Certificate of Completion, for the use and enjoyment by members of the public of the green space to be identified as such on the site plan approved by the Planning Board and to be constructed as part of the Project, provided however, that upon the expiration of the Restriction Period, the Developer and the Town may mutually agree to relocate such green space on the Land and the Private Property if the Developer elects to redevelop the Project and such relocation is included in any new or amended Special Permit issued by the Planning Board in connection with any such redevelopment, subject to such reasonable rules, regulations and limitations imposed by Developer;
4. Use by the unit owners of the condominium located on the real property at 11-13 Buxton Court known as the 11 Buxton Court Condominium, and their tenants, licensees, and invitees, and each of their respective successors and assigns, of the portion of "Parcel C" shown on the Plan as "Public Use Area" for the purposes of vehicular and pedestrian access to and from Buxton Court and the driveway located at such Condominium.

#18 Certification:

Andover Town Yard, LLC certifies that the information provided above is to the best of our knowledge true and correct.

QUITCLAIM DEED

We, **DARRELL E. TEMPLE**, unmarried, and **ANNE FLOWERS**, formerly known as **ANNE K. TEMPLE**, married,

of Atkinson, New Hampshire,

for full consideration paid of EIGHT HUNDRED TWENTY-FOUR THOUSAND NINE HUNDRED AND 00/100 (\$824,900.00) DOLLARS,

grant to **BUXTON REDEVELOPMENT, LLC**, of **231 Sutton Street, Suite 1B, North Andover, MA 01845**, a **Massachusetts Limited Liability Company**

with QUITCLAIM COVENANTS:

PROPERTY ADDRESS: 2-4 BUXTON COURT, ANDOVER, MA 01810

The land in Andover, Essex County, Massachusetts with all the buildings thereon situated in said Andover on the Westerly side of Buxton Court, said Court leading Northerly out of Lewis Street, which street extends Westerly from Main Street, next North of the Tyer Rubber Company and bounded and described as follows:

Beginning at a point in the Westerly line of said Buxton Court, 50 feet North of the Northerly line of said Lewis Street and from said point running Northerly 50 feet along the line of Buxton Court; thence

Westerly by land now or formerly of Hardy & Cole 90 feet to a stake; thence

Southerly by land now or formerly of Hardy & Cole 50 feet to land of Perkins; thence

Easterly by said Perkins land 102 feet to the point of beginning.

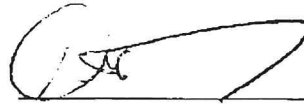
Together with the right of way in a strip of land 11 feet wide on said Buxton Court on the Northerly side of the premises now or formerly of one Jane Perkins and running Westerly and adjacent to the premises herein described.

For title see Deed recorded with Essex North Registry of Deeds in Book 5867, Page 229.


Grantors hereby release all rights of homestead in the premises and confirms under the pains and penalties of perjury that there is no spouse or a former spouse, partner or former partner in a civil union who can claim the benefit of the Homestead Act, and there are no other persons known entitled to claim rights of Homestead in and to the property hereby conveyed.

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Witness our hands and seals this 20th day of December 2021.



DARRELL E. TEMPLE



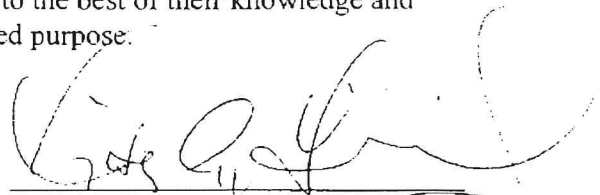
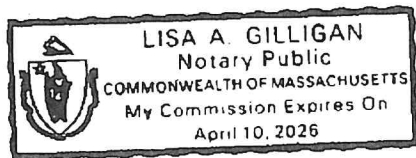
**ANNE FLOWERS F/K/A
ANNE K. TEMPLE**

COMMONWEALTH OF MASSACHUSETTS

Middlesex, s.s.

December 20, 2021

On this day before me, the undersigned Notary Public, personally appeared **DARRELL E. TEMPLE AND ANNE FLOWERS F/K/A ANNE K. TEMPLE**, and proved to me through satisfactory evidence of identification, which was a driver's license, to be the person whose names are signed on the preceding or attached document, and who swore or affirmed to me, under the pains and penalties of perjury, that the contents of said document are truthful and accurate to the best of their knowledge and belief, and that they signed it voluntarily for its stated purpose.



Notary Public: **Lisa A. Gilligan**
My Commission Expires: 4/10/26

QUITCLAIM DEED

I, **Stephen W. Surette**, a single person, of Andover, Essex County, Massachusetts

for consideration paid and in full consideration of **Six Hundred Forty Nine Thousand Nine Hundred and xx/100 (\$649,900.00) Dollars**

grant to BUXTON REDEVELOPMENT, LLC of 231 Sutton Street, Suite 1B, North Andover, MA 01845 a Massachusetts Limited Liability Company

With Quitclaim Covenants:

A certain parcel of land with the buildings thereon situated in said Andover on the Westerly side of Buxton Court and on the Northerly side of Lewis Street, bounded and described as follows:

- EASTERLY by said Buxton Court fifty (50) feet;
- NORTHERLY by land now or formerly of Hardy and Cole one hundred (100) feet;
- WESTERLY by other land now or formerly of Hardy and Cole fifty (50) feet; and
- SOUTHERLY by SAID Lewis Street fifty (50) feet.

Containing five thousand (5,000) square feet, more or less.

The Southerly corner of said lot is at a point on the Westerly line of Buxton Court two hundred and forty (240) feet from Main Street measuring along the Northerly line of Lewis Street

I, **Stephen Surette** hereby release any and all rights of Homestead to the property conveyed herein and warrant that there are no persons entitled to any Homestead rights in the property pursuant to M.G.L. Chapter 188.


Being the same premises conveyed to the grantor herein by deed dated August 21, 2000 and recorded with the North Essex District Registry of Deeds in Book 5842, Page 285.

MASSACHUSETTS STATE EXCISE TAX
Essex North Registry
Date: 12-06-2021 @ 11:45am
Ctl#: 98 Doc#: 39680
Fee: \$2,964.00 Cons: \$649,900.00

(Signature page to follow)

Property Address: 7-9 Lewis Street, Andover, MA 01810

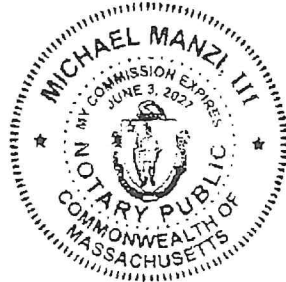
WITNESS my hand and seal this 21st day of December, 2021.

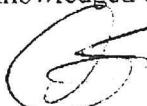

Stephen W. Surette

THE COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this 21st day of December, 2021, before me, the undersigned Notary Public in and for this Commonwealth, personally appeared **Stephen W. Surette**, proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.




Michael Manzi, III – Notary Public
My Commission Expires: 6/3/27

QUITCLAIM DEED

I, Hyesoon Kim, unmarried, of Andover, MA for consideration paid and in full consideration of Six Hundred Thousand and 00/100 Dollars (\$600,000.00), do hereby grant to Buxton Redevelopment, LLC, a Massachusetts limited liability company, of 231 Sutton Street, Suite 1B, North Andover, Massachusetts 01845

with QUITCLAIM COVENANTS

The land with said buildings thereon situated in said Andover on the Northerly side of Pearson Street, bounded and described as follows:

Beginning on said street at the Southwesterly corner of land of one Collins, once of Joseph L. Low; thence by said street Westerly seventy (70) feet to land of one Stack, once Matthew Culley; thence Northerly by land of said Stack about one hundred thirteen (113) feet to other land of said Stack; once of said Low, thence Easterly by the last named land seventy (70) feet to land of said Collins once of said Low; thence Southerly by said Collins land one hundred twenty-two (122) feet to the first bound.

I, the undersigned Hyesoon Kim, declare under the penalties of perjury, that I am presently unmarried and have no spouse or partner entitled to claim the benefit of any estate of homestead in and to the property conveyed herein, and that no other person is entitled to claim the benefit of an existing homestead in the premises. I hereby release and terminate any and all estates of homestead in and to the property conveyed herein, whether created automatically pursuant to Massachusetts law or by declaration.

Being the same premised conveyed to grantor herein by deed dated February 9, 2006 and recorded with the Essex North Registry of Deeds in book 10060, Page 305.

signature on following page

Property address: 35 Pearson Street Andover, MA 01810

WITNESS our hands and seals this 26th day of October, 2021.

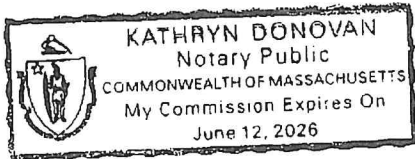
Hyesoon Kim
Hyesoon Kim

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this 26th day of October, 2021 before me, the undersigned notary public personally appeared the above named **Hyesoon Kim**, who proved to me through satisfactory evidence of identification, which were Driver's License, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of their knowledge and belief, and acknowledged to me that they signed it voluntarily for its stated purpose.

[Signature]
Notary Public
My commission expires: 6/12/26



Quitclaim Deed

I, Dawn Fisher-Salk, a/k/a Dawn Fisher, being an unmarried person, of Andover, Massachusetts, (“Grantor”)

For consideration paid and in full consideration of Five Hundred Fifty Thousand and 00/100 (\$550,000.00) Dollars, grant to

Buxton Redevelopment, LLC, a Massachusetts Limited Liability Company, having a principal place of business at 231 Sutton Street, Suite 1B, North Andover, MA 01845, (“Grantee”)

with **QUITCLAIM COVENANTS**

A certain parcel of land, together with the buildings thereon, situated on North Main Street in Andover, Essex County, Massachusetts, bounded and described as follows:

Beginning at a point on said Main Street at Land of Frotten; thence running by said Main Street and in a Northerly direction, 75 feet to land now or once of Sweeney; thence by said Sweeney's land and in a Southwesterly direction, 100 feet to land of the Boston and Maine Railroad; thence by said land of the Boston and Maine Railroad, and in a Southerly direction 101 feet to land of aforementioned Frotten; thence by said Frotten's land and in Northeasterly direction, 153 feet to the point of beginning, being those measurements more or less.

This conveyance is made subject to a Taking by the Town of Andover for alterations to North Main Street, recorded with the Essex North Registry of Deeds in Book 4276, Page 123.

The Grantor hereby releases any and all rights of homestead in the premises conveyed hereby and states under the pains and penalties of perjury that (i) the premises where not homestead property, (ii) the premises were not the principal residence of the Grantor or any other person, and (iii) there are no other person or persons entitled to any homestead rights in or to the premises.

Property Address: 122 North Main Street, Andover, MA 01810

Meaning and intending to describe and convey the same premises conveyed to the Grantor herein by deed dated October 7, 2011 and recorded with Northern Essex District Registry of Deeds in Book 12644, Page 156.

SIGNATURE PAGE TO FOLLOW

Executed as a sealed instrument this 28 day of July, 2022.

Dawn Fisher-Salk
Dawn Fisher-Salk

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this 28th day of July, 2022, before me, the undersigned notary public, personally appeared Dawn Fisher-Salk, the above-named and proved to me through satisfactory evidence of identification, which was MADL, to be the person whose name is signed on this document, and acknowledged to me that she signed it voluntarily for its stated purpose and that the foregoing instrument is her free act and deed, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of her knowledge and belief.

Stephanie Boudreau
Notary Public: Stephanie Boudreau
My Commission Expires: 2/2/2029

