



April 16, 2024

Ms. Kerri A. Martinek, Chair
Planning Board
c/o Ms. Laurie Connors
Planning Director / Staff Liaison
Northborough Town Offices
63 Main Street Road
Northborough, Massachusetts 01532



Re: Form B Application for a Preliminary Plan
"Kimball Sand"
0, 200, 220 & 250 Southwest Cutoff (Route 20)
Northborough, MA, 01532

Dear Ms. Martinek and Members of the Board:

On Behalf of the Applicant, Northboro Properties Realty Trust, Wayne P. Kimball & Scott W. Kimball, Co-Trustees, we are submitting herewith a Form B Application for a Preliminary Plan associated with a 2-lot Industrial Subdivision located at 0, 200, 220 & 250 Southwest Cutoff in Northborough. This filing has been prepared in accordance with *Chapter 10-16, Preliminary Plan, of the Rules and Regulations Governing the Subdivision of Land in Northborough.*

We have enclosed the following plans, supporting documents and fees:

1. One (1) original plus three (3) copies of the completed Form B Application,
2. One (1) original plus three (3) copies of the Project Description/ Narrative contained herein,
3. One (1) original plus three (3) copies of the Certified List of Abutters,
4. Three (3) copies of the Applicant Check List Form,
5. Three (3) copies of the Distribution List for Form B,
6. Three (3) copies of the deeds for the subject properties,
7. Three (3) copies of the Acceptance of Appointment of Trustees 2020-10-15 for the subject properties,
8. Three (3) copies (24x36) & five (5) copies (11x17) of Plans entitled "Preliminary Industrial Subdivision Plan", prepared by Land Design Collaborative, dated April 16, 2024,
9. One (1) original plus three (3) copies of the Notice of Filing to the Town Clerk,
10. Filing Fee in the amount of \$600.00 (check #15451),
11. Technical Review Fee in the amount of \$2,500.00 (check #15452),
12. Entire submittal packet in PDF format sent via email.

PROJECT DESCRIPTION / NARRATIVE

Pre-submission Discussions/ Permitting

On April 3rd, LDC participated in a Zoom Meeting with Ms. Connors to discuss the property, the proposed subdivision and confirm the filing procedures and requisite submission information. Following our initial meeting, we again met with Ms. Connors on April 12th with a complete draft of the filing to ensure the application was complete. As both the Board and Ms. Connors are aware, the applicant/property owner operates an earth mining operation and has for decades. This use requires an Earth Removal Permit, which requires annual renewals through the ZBA.

Ms. Kerri A. Martinek, Chair
Planning Board
Northborough, Massachusetts 01532
April 16, 2024

Existing Site

The subject site is comprised of four properties (Property) in common ownership, 0, 200, 220 & 250 Southwest Cutoff (Route 20), a Mass DOT jurisdictional road, is located on the west side of the road in the Industrial zone district, and the most northeasterly portion of the Property is located in Groundwater Overlay District Area 3. The site obtains its physical access through its frontage at 200 Southwest Cutoff and the Property, in aggregate, contains 57.94± acres.

The topographic relief on the site ranges from flat to steep with the topographic features shifting and morphing daily due to the nature of the earth removal operation. The Property contains several materials processing stations from which various gradations of aggregate and material are produced. Of the nearly 58 acres of land, about 38 acres (66 percent) of the Property is absent of vegetation and currently being mined. Two areas on site contain unconfirmed wetland resources, a bordering vegetated wetland to an intermittent stream located in the southwest quadrant of the Property and an isolated wetland in the northwestern portion of the site. No portion of the property is located within a 200-foot Riverfront Area or FEMA Flood Plain. A municipal watermain is in Route 20 along the property's frontage as is a municipal sewer force main which originates at the municipal sewer pump station located to the south and adjacent to the subject property. Though municipal water and wastewater systems are in very close proximity to the Property, soils on site are conducive for on-site sewage disposal as an option.

Proposed Project

The property owner is seeking to permit the property as a 2-lot Industrial Subdivision containing a 300' paved cul de sac road and 47± acre and 11± acre lots. The subdivision road will be designed and constructed in accordance with the subdivision rules and regulations road design standards and the stormwater management system will be designed in accordance with the Mass DEP Stormwater Management Regulations and Town of Northborough Regulations. The new road will be designed to include a watermain to connect to the municipal system serving the lots. Each lot can be serviced by individual on-site private wastewater disposal (septic) systems and would be subject to additional permitting by the respective boards and commissions/ committees. The design provides an alternative to connect to the municipal wastewater collection system via a sewer force main running from the end of the cul de sac to the gravity manhole located at the municipal sewer pump station.

Conformance with the Master Plan

The current use conforms with the Current Master Plan with respect to key elements of the plan such as Land Use and Economic Development. The Industrial Land Use established decades ago has been the home of Kimball Sand Company since 1979 as a small sand and gravel company. Through the decades, it has evolved into a key producer of quality aggregate materials for the Town of Northborough and Central Mass. An industrial use is a needed continued source of real estate tax revenue to the Town and does not draw on the town services such as the school system as other uses such as mixed use does. This proposed development anticipates on site wastewater disposal commensurate with industrial use(s).

Blasting

Given the nature of the existing operation, blasting has been necessary from time to time will continue to be performed if necessary, during the life of the current use. As the project ventures into the subdivision and lot development phases, additional blasting may be required, though likely not the case as much of the earth work will have been completed under the current operation and industrial development typically entails the construction of buildings with slabs on grade and foundation walls excavated to meet the requirements of frost depths and not those of a full foundation to accommodate basements. The property owner, or their successors or assigns will perform blasting in accordance with 527 CMR 1.00 Section 65, the lasted edition of NFPA 495.

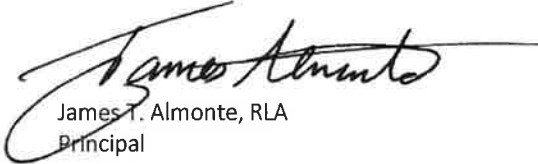
Ms. Kerri A. Martinek, Chair
Planning Board
Northborough, Massachusetts 01532
April 16, 2024

In closing, we trust that you will concur that the project has been designed to comply with the requirements of the Subdivision Rules and Regulations positioning the Board to render a favorable decision.

We thank you in advance for your attention to the information provided and look forward to meeting with the Board to discuss the enclosed Application on your next available agenda.

Sincerely,

LAND DESIGN COLLABORATIVE



James T. Almonte, RLA
Principal

cc: Mr. Andrew T. Dowd, CMC/CMMC/ Town Clerk
Mr. Wayne Kimball, Trustee, Northboro Properties Realty Trust, Wayne P. Kimball & Scott W. Kimball, Co-Trustees

20-0049 PLM PB ltr01



NORTHBOROUGH PLANNING BOARD
63 Main Street
Northborough MA 01532
(508) 393-5019 office (508) 393-6996 fax
www.town.northborough.ma.us

FORM B
APPLICATION FOR A PRELIMINARY SUBDIVISION PLAN

The undersigned, being the applicant as defined under Ch. 41, Section 81-L, hereby submits said plan as a PRELIMINARY SUBDIVISION PLAN in accordance with the Rules & Regulations of the Northborough Planning Board and makes application to the Board for approval of said plan as shown on a plan entitled:

Name of Subdivision: Kimball Sand
Location: 0, 200, 220 & 250 Southwest Cutoff
GIS Map & Parcel: 106/2, 3, 5, 19 & 20
Zoning District: Industrial
Groundwater District: Small portion of GW3 located in the most easterly corner of the site
Number of Proposed Lots: 2
Total Acreage: 57.94+/-
Plans Prepared By: Land Design Collaborative
Dated: 04/16/2024

The undersigned's title to said land is derived from: Kimball Sand Company Inc.

By deed dated: 01/26/2006

Recorded in the Worcester County Registry of Deeds, Book: 38287 | 38320 | 42001 Page: 361 | 183&185 | 344

Registered in the Worcester Registry District of the Land Court, Certificate of Title No: _____

And said land is current with regard to taxes and is free of encumbrances except for the following:

Waivers requested from the Northborough Subdivision Rules & Regulations: _____

Applicants Name: Northboro Properties Realty Trust & Wayne P. Kimball & Scott W. Kimball, Trustees

Address/Phone/Email: P.O. Box 28, Mendon, MA 01756

508-883-1798 / tmcaron@kimballsand.com

Applicant's Signature: _____

Owners Name: Northboro Properties Realty Trust & Wayne P. Kimball & Scott W. Kimball, Trustees

Address/Phone/Email: P.O. Box 28, Mendon, MA 01756

508-883-1798 / tmcaron@kimballsand.com

Owners Signature: _____

Received by Town Clerk: _____ Date: _____

APR 04 2024



Town of Northborough
Office of the Board of Assessors

BOARD OF ASSESSORS

63 Main Street, Massachusetts 01532-1994
Mon, Wed, Thurs 8-4 / Tuesday 8-7 / Friday 7-12
508-393-5005 phone, 508-393-6996 fax

Certified Abutters List Request Please allow 10 business days.

DATE of REQUEST: 04/04/2024
 REQUESTING COMPANY: Land Design Collaborative
 CONTACT PERSON: James Almonte
 PHONE: 508-232-4593
 EMAIL: jalmonte@LDcollaborative.com

PROPERTY ADDRESS(es): 0, 200, 220 & 250 Southwest Cutoff
 MAP/PARCEL(s): 106/2, 3, 5, 19 & 20
 OWNER(s): Northboro Properties Realty Trust & Robert W Kimball Trustee
 OWNER MAILING ADDRESS(es): P.O. Box 28, Mendon, MA 01756

REQUESTING BOARD	APPLICABLE REGULATIONS	ABUTTERS / DISTANCE	#LABEL SETS	FEE
<input type="checkbox"/> Planning Board – Scenic Road	Town Code Chapter 2-52-050	Owners within 100' of property	3 sets	\$10
<input type="checkbox"/> Planning Board – Site Plan	Planning Board Rules & Regulations Section 7.2 D(5)	Owners within 300' of property	3 sets	\$15
<input type="checkbox"/> Planning Board – Special Permit	MGL Chapter 40A Section 11	Owners within 300' of property	3 sets	\$15
<input checked="" type="checkbox"/> Planning Board - Subdivisions	MGL Chapter 41A Section 81T	Owners within 300' of property	3 sets	\$15
<input type="checkbox"/> ZBA – Zoning Board of Appeals	MGL Chapter 40A Section 11	Owners within 300' of property	3 sets	\$15
<input type="checkbox"/> Conservation Commission	MGL Chapter 131, Section 40, MA Wetlands Protection Act & the Northborough Wetlands Protection Bylaw	100' of property, unless otherwise stated	1 set	\$10
<input type="checkbox"/> Board of Health	Dependent on project	Owners within 100' of property	3 sets	\$10
<input type="checkbox"/> Board of Selectman: Fuel Storage	MGL Chapter 148, Section 13	Abutting owners & directly opposite	3 sets	\$15
<input type="checkbox"/> Board of Selectman: Liquor License	MGL Chapter 138, Section 15A	Abutting owners, & any school, church, or hospital within 500' of property	2 sets	\$25
<input type="checkbox"/> Board of Selectman: Pole Petition	MGL Chapter 166, Section 22	Abutting owners & directly opposite	1 set	\$15
<input type="checkbox"/> Board of Selectmen: Street Acceptance	Dependent on project	Owners with driveways on the street	1 set	\$10
<input type="checkbox"/> DPW – Dept of Public Works	Northborough Town Bylaws: Part 2 - General Legislation, Chapter 2-28, Earth Removal	Dependent on project: _____ feet	?	\$10+
<input type="checkbox"/> Engineering: Earth Works		Owners within 100' of property	1 set	\$10
<input type="checkbox"/> Other				

To the Requesting Board/s: We certify that, from our Real Estate Property Lists, the following persons attached hereto appear as owners of all abutting property, as specified by the appropriate regulation (including, but not limited to, owners of land directly opposite said proposed activity on any public or private street or way, or across a body of water), as amended to the best of our knowledge and belief. If the property is within abutting distance of another Town, please contact their Assessors Office for another abutters list.

DATE of CERTIFICATION: 4.10.2024

Patty Mespelli (Brian Fernandes for the Board of Assessors)

pmespelli@town.northborough.ma.us bfernandes@town.northborough.ma.us

Southwest Cutoff 0 (106-5 and 106-20), 200 (106-3), 220 (106-19), 250 (106-2) - Northborough, MA
 Abutters 300 ft. - April 10, 2024

ID	St. #	Street Name	Owner Name	Owner Name 2	Owner Address 1	Owner City	Own Sta	Own Zip
106.0-0010-0001.0	1	HITCHING POST LANE	CHO OK HYUN		1 HITCHING POST LANE	NORTHBOROUGH	MA	01532
106.0-0010-0002.0	2	HITCHING POST LANE	KULKANI SHAKIL	SABNIS SHRADDHA	2 HITCHING POST LANE	NORTHBOROUGH	MA	01532
106.0-0010-0003.0	3	HITCHING POST LANE	REDKAR SHRUTIKA		3 HITCHING POST LANE Unit 1C	NORTHBOROUGH	MA	01532
106.0-0010-0004.0	4	HITCHING POST LANE	MARTIN DAVID JAWFFI	JANJIRAM HANNAN RINNI VANEELA	4 HITCHING POST LANE	NORTHBOROUGH	MA	01532
106.0-0010-0005.0	5	HITCHING POST LANE	LEVENSAN ANN E		5 HITCHING POST LANE	NORTHBOROUGH	MA	01532
106.0-0010-0006.0	6	HITCHING POST LANE	KUPPERT JAMES B		6 HITCHING POST LANE	NORTHBOROUGH	MA	01532
106.0-0010-0007.0	7	HITCHING POST LANE	JAYASINGHE LASANTHA	JAYASINGHE PREEENI	7 HITCHING POST LANE	NORTHBOROUGH	MA	01532
106.0-0010-0008.0	8	HITCHING POST LANE	FRANKLIN MICHAEL M		8 HITCHING POST LANE	NORTHBOROUGH	MA	01532
106.0-0010-0009.0	9	HITCHING POST LANE	RAMACHANDRAN SUNDERRAJAN	GOPALAKRISHNAN RAJESWARI	9 HITCHING POST LANE	NORTHBOROUGH	MA	01532
106.0-0010-0010.0	10	HITCHING POST LANE	COPPOLINO MICHELLE		10 HITCHING POST LANE	NORTHBOROUGH	MA	01532
106.0-0010-0011.0	11	HITCHING POST LANE	ABOUHLEIH MOHAMMAD		108 EAST MAIN STREET Ste A	NORTHBOROUGH	MA	01532
106.0-0010-0012.0	12	HITCHING POST LANE	SUNDARAM SUCHIT	SRINIVASAN SRIVIDYA SUMAITHANGI	12 HITCHING POST LN Unit 3D	NORTHBOROUGH	MA	01532
106.0-0010-0013.0	13	HITCHING POST LANE	DAINE TUSHAR DNYANESHWAR	HOLE SNEHA	13 HITCHING POST LANE	NORTHBOROUGH	MA	01532
106.0-0010-0014.0	14	HITCHING POST LANE	DEFAZIO KATHY M		14 HITCHING POST LANE	NORTHBOROUGH	MA	01532
106.0-0010-0015.0	15	HITCHING POST LANE	HARTWELL DIANE	PODDUTURI LIKITHA	7 SUMMIT STREET	NORTHBRIDGE	MA	01534
106.0-0010-0016.0	16	HITCHING POST LANE	DUTT VINAY		16 HITCHING POST LANE	NORTHBOROUGH	MA	01532
106.0-0010-0017.0	17	HITCHING POST LANE	PHILLIPS BRENDA		17 HITCHING POST LANE	NORTHBOROUGH	MA	01532
106.0-0010-0018.0	18	HITCHING POST LANE	PATEL MILAN	PATEL HEEMU	18 HITCHING POST LANE	NORTHBOROUGH	MA	01532
106.0-0010-0019.0	19	HITCHING POST LANE	CANTWELL MARY F		19 HITCHING POST LANE	NORTHBOROUGH	MA	01532
106.0-0010-0020.0	20	HITCHING POST LANE	LI VICTOR & LI MAY TR	20 HITCHING POST LANE REALTY TR	40 NOUVELLE WAY Unit N841	NATICK	MA	01780
106.0-0010-0021.0	21	HITCHING POST LANE	KRISHNADAS NITHIN	SUBRAMANIAN ANUSHA	21 HITCHING POST LANE Unit 6A	NORTHBOROUGH	MA	01532
106.0-0010-0022.0	22	HITCHING POST LANE	DAVIS JEANINE C		22 HITCHING POST LANE	NORTHBOROUGH	MA	01532
106.0-0010-0023.0	23	HITCHING POST LANE	AKULETI SREELEKSHMI	BAKYA MURALIDHAR	23 HITCHING POST LANE	NORTHBOROUGH	MA	01532
106.0-0010-0024.0	24	HITCHING POST LANE	MONAHAN KAYLEIGH G	MALDONADO ISMAEL	24 HITCHING POST LANE	NORTHBOROUGH	MA	01532
106.0-0007-0011.0	1102	SHOPS WAY	RGMZ NORTHBOROUGH OP 5 BU LLC	C/O KIMCO REALTY CORP	500 NORTH BROADWAY Ste 201	JERICHO	NY	11753
106.0-0007-0012.0	1106	SHOPS WAY	RGMZ NORTHBOROUGH OP 4 ST LLC	C/O KIMCO REALTY CORP	500 NORTH BROADWAY Ste 201	JERICHO	NY	11753
106.0-0007-0013.0	4102	SHOPS WAY	RPT NORTHBOROUGH LLC	C/O KIMCO REALTY CORP	500 NORTH BROADWAY Ste 201	JERICHO	NY	11753
106.0-0007-0008.0	4104	SHOPS WAY	RPT NORTHBOROUGH LLC	C/O KIMCO REALTY CORP	500 NORTH BROADWAY Ste 201	JERICHO	NY	11753
106.0-0007-0009.0	5102	SHOPS WAY	RGMZ NORTHBOROUGH OP 3 DI LLC	C/O DICKS SPORTING GOODS	345 COURT STREET	CORAOPOLIS	PA	15108
106.0-0007-0006.0	6102	SHOPS WAY	RGMZ NORTHBOROUGH OP 2 BJ LLC	C/O KIMCO REALTY CORP	500 NORTH BROADWAY Ste 201	JERICHO	NY	11753
106.0-0007-0001.0	7102	SHOPS WAY	RPT NORTHBOROUGH LLC	C/O KOHLS 1283	PO BOX 2148	MILWAUKEE	WI	53201

Southwest Cutoff 0 (106-5 and 106-20), 200 (106-3), 220 (106-19), 250 (106-2) - Northborough, MA
 Abutters 300 ft. - April 10, 2024

106 0-0007-0004 0	9102 SHOPS WAY	RCMZ NORTHBOROUGH OP 1 WE LLC	C/O WEGMANS FOOD MARKETS INC	PO BOX 24470	ROCHESTER	NY	14624
106 0-0007-0005 0	9104-6112 SHOPS WAY	RPT NORTHBOROUGH LLC	C/O KIMCO REALTY CORP	500 NORTH BROADWAY Ste 201	JERICHO	NY	11753
106 0-0007-0002 0	9104-8120 SHOPS WAY	RPT NORTHBOROUGH LLC	C/O KIMCO REALTY CORP	500 NORTH BROADWAY Ste 201	JERICHO	NY	11753
106 0-0007-0003 0	9106-9114 SHOPS WAY	RPT NORTHBOROUGH LLC	C/O KIMCO REALTY CORP	500 NORTH BROADWAY Ste 201	JERICHO	NY	11753
106 0-0016-0000 0	0 SOUTHWEST CUTOFF	TOWN OF NORTHBOROUGH	CONSERVATION COMMISSION	63 MAIN STREET	NORTHBOROUGH	MA	01532
106 0-0005-0000 0	0 SOUTHWEST CUTOFF	KIMBALL ROBERT W TR	NORTHBORO PROPERTIES REALTY TR	PO BOX 28	MENDON	MA	01756
106 0-0020-0000 0	0 SOUTHWEST CUTOFF	KIMBALL ROBERT W TR	NORTHBORO PROPERTIES REALTY TR	PO BOX 28	MENDON	MA	01756
106 0-0018-0000 0	195 SOUTHWEST CUTOFF	TOWN OF NORTHBOROUGH	CONSERVATION COMMISSION	63 MAIN STREET	NORTHBOROUGH	MA	01532
106 0-0003-0000 0	200 SOUTHWEST CUTOFF	KIMBALL ROBERT W TR	NORTHBORO PROPERTIES REALTY TR	PO BOX 28	MENDON	MA	01756
106 0-0011-0000 0	203 SOUTHWEST CUTOFF	LEONARD EDWARD F TR	EFL REALTY TRUST	203 SOUTHWEST CUTOFF	NORTHBOROUGH	MA	01532
106 0-0019-0000 0	220 SOUTHWEST CUTOFF	KIMBALL ROBERT W TR	NORTHBORO PROPERTIES REALTY TR	PO BOX 28	MENDON	MA	01756
106 0-0017-0000 0	241 SOUTHWEST CUTOFF	SROA 241 SW CUTOFF MA LLC		241 S DIXIE HWY Ste 450	WEST PALM BEACH	FL	33405
106 0-0002-0000 0	250 SOUTHWEST CUTOFF	KIMBALL ROBERT W TR	NORTHBORO PROPERTIES REALTY TR	PO BOX 28	MENDON	MA	01756
106 0-0021-0000 0	308 SOUTHWEST CUTOFF	TOWN OF NORTHBOROUGH	DPW SEWER	63 MAIN STREET	NORTHBOROUGH	MA	01532
106 0-0001-0000 0	312 SOUTHWEST CUTOFF	MATTRESS RICHARD		312 SOUTHWEST CUTOFF	NORTHBOROUGH	MA	01532
109 0-0008-0000 0	273-281 SOUTHWEST CUTOFF	283 WEST MAIN REALTY LLC		273 SOUTHWEST CUTOFF	NORTHBOROUGH	MA	01532
109 0-0016-0000 0	312 A SOUTHWEST CUTOFF	MATTRESS RICHARD		312 A SOUTHWEST CUTOFF	NORTHBOROUGH	MA	01532
099 0-0001-0000 0	0 WEST MAIN STREET	COMMONWEALTH OF MASS/DCR	OFFICE OF DAM SAFETY	251 CAUSEWAY STREET 7th Fir	BOSTON	MA	02114
080 0-0034-0000 0	455 WEST MAIN STREET	BIGELOW BRADFORD P	BIGELOW PATRICIA E	485 WEST MAIN STREET	NORTHBOROUGH	MA	01532

Southwest Cutoff 0 (106-5 and 106-20), 200 (106-3), 220 (106-19), 250 (106-2) - Abutters 300 ft.



1" = 1156.609784184355 ft

Property Information
ID 106.0-0003-0000.0

Location 200 SOUTHWEST CUTOFF
Owner NORTHBORO PROPERTIES REALTY TRUST

ROBERT W. KIMBALL, TRUSTEE

AND:

0 SOUTHWEST CUTOFF (106.5)
0 SOUTHWEST CUTOFF (106.20)
220 SOUTHWEST CUTOFF (106.19)
250 SOUTHWEST CUTOFF (106.2)



MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT

Town of Northborough, MA makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Geometry updated 08/18/2023
Data updated Jan 28, 2020

Print map scale is approximate. Critical layout or measurement activities should not be done using this resource.

ROBERT J. TRAVERS
12 SADDLE HILL DR
NORTHBORO, MA
01532



Bk: 38287 Pg: 361 Doc: DEED
Page: 1 of 2 01/27/2008 03:08 PM

DEED

Kimball Sand Company, Inc., a Massachusetts corporation with a usual place of business at 45 Providence Road, Mendon, Massachusetts

For consideration of less than **One Hundred Dollars**

Grant to **Robert W. Kimball, Trustee of the Northboro Properties Realty Trust**, under Declaration of Trust dated January 26, 2006 and recorded in the Worcester District Registry of Deeds in Book 38287, Page 355,

of 45 Providence Road, Mendon, MA

with quitclaim covenants the land in Worcester County

Certain parcels of land with the buildings thereon in Northborough, Worcester County, Massachusetts, bounded and described as follows:

Said Parcels are shown as Lot 1 and Lot 2 on plan recorded in Plan Book 725, Plan 113, prepared by Environmental Design Consulting, P.O. Box 94, Whitinsville, MA 01588.

Said Lot 1 contains approximately 12.0000 Acres and said Lot 2 contains approximately 10.3341 Acres.

Wetlands Order of Conditions dated October 11, 1994, and recorded in Book 16689, Page 729.

This conveyance is made subject to easements and restrictions (if any) specified in deed of Sirk to Deam recorded in Book 1624, Page 85. See also Bates & McLaughlin deed recorded in Book 1710, Page 93.

Parcels are part of the land deeded to Donald R. Lavin by Judith E. Page dated July 11, 1984 and recorded July 18, 1984 and recorded in Book 8281, Page 303.

Parcels are part of the land deeded to Donald R. Lavin by Marsha F. Martin dated July 11, 1984 and recorded in Book 8281, Page 305.

Being the same premises conveyed to Kimball Sand Company, Inc. by deeds recorded in Book 19744, Page 11 and Book 19744, Page 38.

This is not a sale of all or substantially all of the Grantor's assets in Massachusetts.

200 SOUTHWEST OUTFIT
NORTHBOROUGH, MA 01532

In witness whereof, Kimball Sand Company, Inc. has caused its seal to be affixed hereto and these present signed by Robert W. Kimball, its President and Treasurer, this 26th day of JANUARY, 2006

Kimball Sand Company, Inc.


By Robert W. Kimball
Robert W. Kimball, President and Treasurer

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss

On this 26th day of JANUARY, 2006, before me, the undersigned notary public, personally appeared Robert W. Kimball, President and Treasurer of Kimball Sand Company, Inc., proved to me through satisfactory evidence of identification, which was Massachusetts drivers' license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily as President and Treasurer of Kimball Sand Company, Inc.

Robert S. Travers
ROBERT S. TRAVERS Notary Public
My commission expires: July 14, 2011



ATTEST: WORC. Anthony J. Vigliotti, Register

RETURN TO:
ROBERT J. TRAVERS
12 SADDLE HILL DR.
NORTHBORO, MA
01532



Bk: 38320 Pg: 183 Doc: DEED
Page: 1 of 2 02/01/2006 01:34 PM

DEED

I, **Robert W. Kimball, Trustee of Wayne Realty Trust**, under Declaration of Trust dated April 29, 1980 and recorded in the Worcester District Registry of Deeds in Book 6968, Page 25

For consideration of less than **One Hundred Dollars**

Grant to **Robert W. Kimball, Trustee of the Northboro Properties Realty Trust**, under Declaration of Trust dated *JANUARY 26*, 2006 and recorded in the Worcester District Registry of Deeds in Book *38287*, Page *355*,

of 45 Providence Road, Mendon, MA

with Quitclaim covenants

Two certain parcels of land with the buildings thereon situated on Route 20 in Northborough, Worcester County, Massachusetts, and shown as Parcel "A" and Parcel "B" on a plan of land entitled "Plan of Land Property of: Donald R. Lavin Job No. 94006 Location: Route 20 (Southwest Cutoff)- Northborough, MA. Notebook N/A Date 12/22/97, Scale: 1"=80' Drawn by : CPH Checked by : DET Computed by: CPH Environmental Design Consulting P.O. Box 94 Whitinsville, MA 01588 (508) 234-8052" and recorded with the Worcester District Registry of Deeds in Plan Book 725, Plan 113, to which plan reference may be made for a more particular description of said Parcel "A" and said Parcel "B".

200 SOUTHWEST CUTOFF
NORTHBOROUGH, MA

Said Parcel "A" consists of 2.3711 acres according to said plan.

Said Parcel "B" consists of 2.4524 acres according to said plan,

Subject to a right of way described in the deed to the Grantor recorded with the Worcester District Registry of Deeds in Book 8586, Page 106, and shown on a plan of land entitled "Plan of land Owned by Heritage Craftsman, Inc., Northborough, Mass. Scale 1"=50' May 1972. Robinson & Fox, Inc. 311 Main St., Worcester, Mass." and recorded with the Worcester District Registry of Deeds in Plan Book 364, Plan 117.

Subject to Order of Conditions recorded with the Worcester District Registry of Deeds in Book 16689, Page 279.

Subject to easements and restrictions of record.

Being the same premises conveyed to Robert W. Kimball, Trustee of Wayne Realty Trust by Donald R. Lavin dated July 14, 2000 and recorded in Book 22787, Page 297.

RJK


Witness my hand and seal this 31st day of January, 2006

By Robert W. Kimball Trustee
Robert W. Kimball, Trustee
Wayne Realty Trust

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss

On this 31st day of JANUARY, 2006, before me, the undersigned notary public, personally appeared Robert W. Kimball, Trustee of Wayne Realty Trust, proved to me through satisfactory evidence of identification, which was Massachusetts driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily as Trustee of Wayne Realty Trust.


CHRISTOPHER S. TRAVERS Notary Public
My commission expires: July 14, 2011

ATTEST: WORC. Anthony J. Vigliotti, Register

RETURN TO:
ROBERT J. TRAVERS
12 SADDLE HILL DR.
NORTHBORO, MA
01532



Bk: 38320 Pg: 185 Doc: DEED
Page: 1 of 3 02/01/2008 01:34 PM

DEED

I, **Robert W. Kimball, Trustee of the SAK Realty Trust**, under Declaration of Trust dated April 1, 1987 and recorded in the Worcester District Registry of Deeds in Book 10971, Page 372,

For consideration of less than One Hundred Dollars

Grant to **Robert W. Kimball, Trustee of the Northboro Properties Realty Trust**, under Declaration of Trust dated *JANUARY 26*, 2006 and recorded in the Worcester District Registry of Deeds in Book *38287*, Page *355*,

of 45 Providence Road, Mendon, MA

with quitclaim covenants

A certain parcel of land located in the southwest part of Northborough, Worcester County, Massachusetts bound and described as follows:

200 SOUTHWEST AUTOFF
NORTHBOROUGH, MA

BEGINNING at the southeasterly corner of the granted premises by the southwesterly corner of land now or formerly of Borgatti, which point is located North 72° 33' 15" East a distance of 130.66 feet from the westerly site of Route 20, commonly known as the Southwest Connection, as shown on "Plan of Land Owned by Heritage Craftsman, Inc. Northborough, Mass." dated May 1972, drawn by Robinson & Fox, Inc., Worcester, Mass., recorded with the Worcester District Registry of Deeds in Plan Book 364, Plan 117; See also plan recorded in Plan Book 344, Plan 41;

THENCE continuing North 72° 33' 15" East a distance of 46.88 feet by said Heritage Craftsman land and a right of way to be described hereinafter;

THENCE North 1° 13' 30" East a distance of 97.30 feet to a point;

THENCE by a curve to the left having a radius of 37.76 feet a distance of 75.33 feet to a point;

THENCE South 66° 55' 35" West a distance of 295.86 feet to a point;

THENCE South 75° 48' 15" West a distance of 110.58 feet to a point;

THENCE South 56° 28' West a distance of 94.22 feet to a point;

THENCE South 33° 32" East a distance of 142.46 feet to land now or formerly of Garcia;

The last seven courses being by said land now or formerly of Heritage Craftsman, Inc.;

3RD

THENCE South 56° 28' 00" West by said Garcia Land now or formerly of Norgatti a distance of 2016.71 feet to the point at the intersection of two stone walls;

THENCE by Borgatti's land and North 9° 12' 25" West a distance of 1100.00 feet to an intersection of walls;

THENCE continuing by Borgatti's land and a stone wall North 81° 49' East a distance of 748.00 feet to a point;

THENCE continuing by a stone wall North 80° 03' 45" East a distance of 257.24 feet to a point;

THENCE North 78° 40' 40" East a distance of 226.51 feet to a point;

THENCE North 79° 47' 10" East a distance of 623.00 feet to a point;

THENCE North 75° 48' 15" East a distance of 88.10 feet to a point;

THENCE North 66° 55' 35" East a distance of 278.69 feet to a point at land now or formerly of the Commonwealth of Massachusetts Water Resources Commission;

The last seven courses being by land now or formerly of Borgatti;

THENCE North 65° 59' East a distance of 222.61 feet by a stone wall to a drill hole;

THENCE continuing by a stone wall North 66° 56' 45" East a distance of 73.04 feet to an intersection of walls;

THENCE South 81° 43" East a distance of 33.00 feet to a point;

THENCE South 33° 43' East a distance of 54.07 feet to a point;

THENCE South 27° 03' 10" West a distance of 71.94 feet to a point;

THENCE by a curve to the left having a radius of 80.00 feet a distance of 45.35 feet to land now or formerly of Borgatti;

The last six courses being by said Commonwealth of Massachusetts land;

THENCE South 25° 57" West a distance of 264.81 feet to a point;

THENCE South 1° 13' 30" East a distance of 53.61 feet to the point of beginning.

The last two courses being by said Borgatti land.

Said parcel is referred to in part as Tract Two in the deed of Mary E. Mentzer, Albert W. Mentzer, Leila C. Mentzer, M. Eleanor Ward, Clara M. Fleming and Eunice Miles to Everett C. Mentzer dated September 1, 1922 and recorded with the Worcester District Registry of Deeds in Book 2281, Pages 241 through 243.

TOGETHER with the right of way described in the deed of Valley Auto Body, Inc., to Everett C. Mentzer dated April 9, 1971 and recorded with said Deeds in Book 5112, Page 308; and

TOGETHER with the right of way described in the deed of Heritage Craftsman, Inc., to Everett C. Mentzer dated June 6, 1972 and recorded with said Deeds in Book 5230, Page 94. Reference is made to a Plan of Land Owned by Heritage Craftsman, Inc., Northborough, Mass., Scale 1" = 50'. May 1972, by Robinson & Fox, Inc., 311 Main Street, Worcester, Mass., recorded with said Deeds in Plan Book 364, Plan 117.

Said parcel contains thirty-six acres, more or less, and being the same premises described in the deed of Eleanor Bessom to Vera Sjolander and Barbara Lurvey dated December 20, 1977 and recorded with the Worcester District Registry of Deeds in Book 6372, Page 236.

TOGETHER with a right of way reserved in Deed in Book 5230, Page 81.

Being the same premises conveyed to Robert W. Kimball, Trustee of the SAK Realty Trust, under Declaration of Trust dated April 1, 1987 and recorded in Book 10971, Page 372, by Bigelow Nurseries, Inc. dated November 27, 2001 and recorded in Book 25380, Page 179.

Witness my hand and seal this 31st day of January, 2006

By Robert W. Kimball Trustee
Robert W. Kimball, Trustee of SAK Realty Trust

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss

On this 31st day of JANUARY, 2006, before me, the undersigned notary public, personally appeared Robert W. Kimball, Trustee of SAK Realty Trust, proved to me through satisfactory evidence of identification, which was Massachusetts Driver's License to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily as Trustee of SAK Realty Trust.

Robert J. Trautman
ROBERT J. TRAUTMAN Notary Public
My commission expires: July 14, 2011

ATTEST: WORC. Anthony J. Vigliotti, Register



QUITCLAIM DEED

Bk: 42001 Pg: 344
Page: 1 of 9 10/30/2007 03:44 PM

ROUTE 20, southwest Cutoff, Northborough, Mass.

BRENDON PROPERTIES TWO, LLC, a Massachusetts limited liability company with a mailing address of 259 Turnpike Road, Southborough, Massachusetts 01772 ("Grantor"), for consideration paid of less than One Hundred Dollars (\$100.00), grants to ROBERT W. KIMBALL, as he is trustee of NORTHBORO PROPERTIES REALTY TRUST under declaration of trust dated January 26, 2006 recorded with the Worcester District Registry of Deeds in Book 38287, Page 355 (the "Grantee"), with QUITCLAIM COVENANTS, those certain parcels of land located in Northborough, Massachusetts being shown as Parcels A, C and F on a plan of land entitled "Plan of Land Land on Route 20 Northborough, MA" prepared by Waterman Design Associates, Inc. dated September 10, 2007 recorded with the Worcester District Registry of Deeds in Plan Book 861, Plan 87 (the "Plan"), bounded and described according to said plan as follows:

PARCELA:

Beginning at the most westerly point of Parcel D as shown on the Plan, thence running

- N 58° 03' 12" W 509.96 feet to a point, thence turning and running
- S 76° 22' 51" W 568.98 feet to a point, thence turning and running
- S 05° 10' 09" W 356.01 feet to a point, thence turning and running
- N 78° 47' 43" E 212.72 feet to a point, thence turning and running
- N 79° 54' 13" E 623.00 feet to a point, thence turning and running
- N 75° 55' 18" E 88.10 feet to a point, thence turning and running
- N 67° 02' 38" E 119.80 feet to the point of beginning.

Said Parcel A contains 6.73 acres of land, more or less, according to the Plan.

PARCEL C:

Beginning at an Iron Rod on the Westerly sideline of Route 20 – Southwest Cutoff as shown on the Plan, thence running

RETURN TO:
Robert W. Kimball
P.O. Box 28
Mendon, MA 01756

9

SOUTHWESTERLY along a curve to the right with a radius of 2,460⁰.00 feet, a distance of 321.26 feet along the Westerly sideline of Route 20 – Southwest Cutoff to a point, thence turning and running

S 37° 04' 38" W 55.18 feet along the Westerly sideline of Route 20 – Southwest Cutoff to a point, thence turning and running

N 52° 55' 23" W 123.35 feet to a point, thence turning and running

S 76° 43' 04" W 202.45 feet to a point, thence turning and running

N 88° 25' 13" W 81.41 feet to a point, thence turning and running

S 83° 38' 21" W 105.37 feet to a drill hole, thence turning and running

S 76° 21' 16" W 38.01 feet to a drill hole, thence turning and running

S 69° 31' 54" W 167.53 feet to a point, thence turning and running

N 51° 20' 42" W 16.50 feet to a point, thence turning and running

S 08° 39' 15" W 16.50 feet to a point, thence turning and running

S 66° 39' 20" W 41.25 feet to a point, thence turning and running

S 80° 46' 50" W 218.30 feet to a point, thence turning and running

N 45° 22' 36" W 381.04 feet to a point, thence turning and running

N 16° 49' 57" E 398.88 feet to a point, thence turning and running

N 56° 35' 03" E 299.99 feet to a point, thence turning and running

S 32° 00' 51" E 288.27 feet to a point, thence turning and running

S 64° 00' 51" E 99.00 feet to a point, thence turning and running

S 03° 14' 09" W 135.55 feet to a point, thence turning and running

S 26° 45' 51" E 191.35 feet to a point, thence turning and running

N 88° 29' 09" E 297.00 feet to a point, thence turning and running

S 85° 30' 51" E 173.04 feet to a point, thence turning and running

N 56° 29' 09" E 217.18 feet to a point, thence turning and running

N 46° 29' 14" E 121.66 feet to the point of beginning.

Said Parcel C contains 9.59 acres of land, more or less, according to the Plan.

Without intending to reimpose the same, said Premises are conveyed subject to easements, restrictions and other matters of record, insofar as in force and applicable.

Grantor grants to Grantee, as appurtenant to Grantee's adjacent land (i) shown as Parcels A, C and F on the Plan and (ii) the remainder of the land shown on the Plan as "N/F Northboro Properties Realty Trust Map 106 Parcel 3 DB. 38320 PG. 185", "N/F Northboro Properties Realty Trust Map 106 Parcel 5 DB. 38320 PG. 185" and N/F Northboro Properties Realty Trust Map 106 Parcel 20 DB. 38320 PG. 185" not previously conveyed (together, the "Northboro Properties Land") and his successors in title to the Northboro Properties Land and as appurtenant to the Northboro Properties Land, the following easements:

1. The perpetual right and easement to drain surface water runoff through the culvert presently located on that portion of the Grantor's adjacent land shown on the Plan and on a plan of land entitled "Plan of Land Land on Route 20 Northborough, MA" prepared by Waterman Design Associates, Inc. dated July 24, 2007 recorded with the Worcester District Registry of Deeds in Plan Book 859, Plan 106 as "Drainage Easement 1.4 AC. ±" (the "Drainage Easement") under the roadway and other improvements constructed on that portion of Grantor's adjacent land shown as "Access and Utility Easement 3.57 AC. ±" (the "Access & Utility Easement") to that portion of the Drainage Easement northeasterly of the Access & Utility Easement, subject to the terms, restrictions and conditions set forth below. Said Drainage Easement is bounded and described according to said plans as follows:

Beginning at a point on the westerly sideline of Route 20 – Southwest Cutoff as shown on said plans, thence running

N 72° 26' 12" W 130.66 feet to a point, thence turning and running

N 42° 38' 21" W 94.45 feet to a point, thence turning and running

N 27° 14' 23" E 421.70 feet to a point, thence turning and running

S 33° 35' 57" E 54.07 feet to a point, thence turning and running

S 27° 10' 13" W 71.94 feet to a point, thence turning and running
SOUTHEASTERLY along a curve the left with a radius of 80.00 feet a distance
of 139.08 feet to a point, thence turning and running
S 72° 26' 12" E 32.76 feet to a point on the westerly sideline of Route 20 –
Southwest Cutoff, thence turning and running
S 17° 33' 48" W 264.45 feet along the westerly sideline of Route 20 –
Southwest Cutoff to the point of beginning.

2. The right and easement to transmit sewage generated from any improvements constructed on the Northboro Properties Land in the future (the "Future Improvements") to the Sewage Pumping Station (the "Sewage Pumping Station") to be constructed on Parcel G as shown on the Plan for further transmission to the public sewer mains of the Town of Northborough, provided that:
 - a. Grantor or Grantor's successors in title to Parcel G shall have determined that the Sewage Pumping Station shall have sufficient capacity to serve the Future Improvements, taking into account the development proposed or contemplated for Lot 1A as shown on the Plan and any adjacent land owned by Grantor or an affiliate of Grantor.
 - b. Grantee or its successors in title shall have obtained all such permits and approvals from applicable public authorities as shall be required for the connection of the Future Improvements to the Sewage Pumping Station and such public sewer mains.

3. Notwithstanding anything to the contrary set forth herein, in the event that Grantor or Grantor's successors in title to Lot G shall determine that the Sewage Pumping Station does not have such sufficient capacity to serve the Future Improvements proposed to be connected thereto by Grantee, Grantee may make such additions or improvements (the "Grantee's Improvements") to the Sewage Pumping Station as are necessary to provide such additional capacity, subject in all events to the following:
 - a. Grantee, at its sole cost and expense shall obtain and keep in effect all such permits and approvals as are necessary for the construction, maintenance and use of the Grantee's Improvements.
 - b. Grantee's Improvements shall be constructed by a contractor or contractors approved by Grantor pursuant to contracts approved in advance by Grantor. Such approval will not be unreasonably withheld, delayed or conditioned. Grantee shall provide notice to Grantor identifying such contractor and Grantor shall be deemed to have approved the contractor

unless Grantee receives a written objection within thirty (30) days of such notice

- c. Grantee shall provide Grantor with, and maintain, policies of insurance, or shall name Grantor as an additional named insured under Grantee's existing policies, in such amounts and providing for such coverage as is reasonably customary for such work.
 - d. Grantee shall provide Grantor with reasonably satisfactory assurance of the completion of the construction of Grantee's Improvements.
 - e. Grantee shall take such steps as are necessary that no liens or other encumbrances are imposed on Parcel G or the improvements thereon as a result of any work being performed by or for Grantee or otherwise in connection with the construction of Grantee's Improvements.
 - f. The construction and use of Grantee's improvements shall not materially and unreasonably interfere in any respect with the use of the Sewage Pumping Station by Grantor or any other party entitled thereto, including, without limitation, any party to that certain Declaration of Reciprocal Easements and Restrictions by and between Grantor and AVB Northborough, Inc. to be recorded with said Deeds (the "REA").
4. The rights and easements granted herein shall be in any event subject to the following:
- a. All of the rights and easements herein granted are non-exclusive and shall be exercisable in common with others entitled thereto from time to time; and the Grantor shall have the right to use, or to grant to others the right to use, the surface and subsurface of, and air space above, the areas subject to the rights and easements herein reserved, it being intended that utility lines, storm sewers, sanitary sewers, gas service, power service, parking areas, curbing, pedestrian walkways, driveways, landscaped areas, lighting feeders, water service, water pumping stations, catch basins, manholes, clean-outs, lightpole bases, retaining walls and the like may be installed, operated, maintained, repaired and removed on, under or from the areas subject to the easements and rights herein granted.
 - b. Grantee shall notify Grantor of any proposed work to be performed in the drainage easement area at least thirty (30) days prior to the proposed commencement date of such work. All work performed by the Grantee shall be performed in such a manner as will cause no interference whatsoever with the use and enjoyment of Grantor's Land, including any buildings or improvements now or hereafter constructed thereon and any use now or hereafter made thereof. The exercise by the Grantee of the rights and easements herein granted shall be at the sole risk of the Grantee, including without limitation, the design, permitting and construction and the ongoing maintenance and repair of all facilities. The Grantor

assumes no responsibility for any maintenance or repair charges to the Grantee's facilities on or in the Drainage Easement Area. The Grantee shall ensure that its facilities and the installation, repair, maintenance and replacement thereof comply with all applicable law and the rules, regulations and permit requirements of governmental and quasi-governmental authorities having jurisdiction thereover and to obtain all necessary permits and approvals prior to the commencement of any work thereon. The Grantee hereby agrees to indemnify and hold the Grantor harmless of and from any negligence of the Grantee in the exercise of the rights and easements herein granted.

- c. If future use and development of any part of the Grantor's Land shall from time to time require the relocation of all or any portion of the pipes, conduits, or drainage structures used by Grantee located on Grantor's Land pursuant to the rights and easements granted herein, then the Grantor shall send written notice to the Grantee to that effect, which notice shall designate in reasonable detail the work to be done and the alternate location of all or said portion of such facilities. The Grantor shall thereafter have the right, at the Grantor's cost and expense, to relocate all or said portion of the same to such alternate location, provided that such relocation shall not materially adversely affect the use of the same by the Grantees. Upon the recording with said Deeds of an instrument, signed by the Grantor indicating a relocation of the same and a plan showing such relocation, the rights and easements herein granted with respect to the original Drainage Easement Area shall cease and terminate and shall attach to the relocated easement area as if originally granted with respect thereto, and such relocated easement area shall be treated as the land subject to the rights and easements herein reserved for all purposes.
- d. All installations made by the Grantee shall be entirely below the surface of the ground or shall be level with the surface as the same shall be improved from time to time by the Grantor for such owner's use for buildings, improvements, parking areas and access ways, walkways, landscaped areas and the like.
- e. In the event that any Future Improvements are hereafter connected to the Sewage Pumping Station, Grantee shall pay to Grantor Grantee's proportionate share of the costs (the "Common Costs") of maintaining, repairing, replacing, reconstructing and relocating the Sewage Pumping Station to which any Future Improvements may be connected and all real estate and (the "Common Facilities"). For the purposes of this document, Common Costs shall include all real and personal property taxes assessed against the Easement Area and the Common Facilities. The Common Facilities, shall include, without limitation, the Sewage Pumping Station and all facilities located therein or otherwise on Parcel G.
- f. Grantee shall pay to Grantor all of the costs of maintaining, repairing, replacing and reconstructing Grantee's Improvements.
- g. For the purposes of this document, the Common Costs shall include, without

limitation, the following:

- i. All real and personal property taxes assessed against the Common Facilities.
 - ii. Costs of lighting, repairing, replacing and maintaining the Sewage Pumping Station and all other facilities and equipment which are part of the Sewage Pumping Station.
 - iii. Costs of Insurance for the Common Facilities.
 - vi. A management fee of 10% of all such costs.
- h. The Grantees' proportionate share of the Common Costs shall be reasonably determined by Grantor based upon the intensity of the use of the Northboro Properties Land in relation to the intensity of use of other land making use of the Common Facilities taking into account such factors as water usage as calculated by the boards, officials and authorities granting approvals for the use made of the Northboro Properties Land, and in the absence of the same, as may determined by generally accepted civil engineering calculations and methods. Such share may be increased from time to time to reflect any increase in the intensity of the use of the Northboro Properties Land. Grantor shall notify Grantee of the initial Proportionate Share and any subsequent increase therein.
- i. The Grantor, from time to time, but not more often than once each calendar month, send to the Grantee a written statement of the Common Costs incurred since the most recent statement thereof tendered to Grantee setting forth the Grantee's proportionate share thereof. Within thirty (30) days after receipt of such statement, the Grantee shall pay, or cause to be paid, to the Grantor the Grantee's proportionate share of the Common Costs set forth in such notice. In the alternative, the Grantor may elect to estimate the total costs and expenses of such maintenance and operation and the corresponding management fee on an annual basis and to render to the Grantee a written statement of their Proportionate Share of the same. Until such estimate shall be revised or such method of estimation shall be terminated by the Grantor, Grantee shall pay to the Grantor 1/12 of its Proportionate Share thereof on the first day of each month thereafter. At the end of the year chosen by the Grantor for billing on an estimated basis, or at such earlier time as the Grantor shall elect to cease billing on an estimated basis, Grantor shall calculate the actual amount of such costs and expenses incurred during such period and refund any excess to the Grantee or bill the Grantee for its pro rata share of any deficiency and the Grantee shall pay the Grantor the same within thirty days after such bill. If Grantee shall fail to pay its obligations hereunder within thirty (30) days after receiving a bill therefor, Grantor may charge

interest on the same at the prime rate published in the Wall Street Journal (or in the event that the prime rate is no longer published, a comparable measure), plus 4%. In addition, Grantor shall be permitted to record with said Deeds a notice of lien of such obligation plus interest accruing thereon pursuant to the provisions of M.G.L. c. 254, which lien shall be subordinate to any institutional first mortgage on the fee interest or any leasehold estate or any portion thereof and to enforce and foreclose such lien in a court of competent jurisdiction. In connection with the recording of such lien, Grantee hereby appoints Grantor, such appointment being coupled with an interest and being unconditional and irrevocable, as its true and lawful attorney with full power of substitution and with the power for the other, or in the name and capacity of the appointing party, to execute such notice of lien in the name of and on behalf of Grantee so as to permit such notice of lien to be so recorded. Notwithstanding the foregoing, Grantee shall not be required to pay any such Common Costs unless and until Grantee has connected to the Sewage Pumping Station and is transmitting sewage generated from the Future Improvements.

5. Notwithstanding anything to the contrary set forth herein, in the event that the Sewage Pumping Station is hereafter conveyed to the Town of Northborough, the rights of Grantee to connect to, use and improve the same shall be subject to such additional requirements as the Town may impose.

Grantor intends to convey and does hereby convey a portion of the premises conveyed to Grantor by deed of Robert A. Borgatti and Mary Rose Borgatti dated October 25, 2007 duly recorded prior hereto. *BOOK 42001 Page 328*

Executed as a sealed instrument this 26th day of October, 2007.

Brendon Properties Two, LLC

By:

Kevin Giblin

Kevin Giblin, Manager

The Commonwealth of Massachusetts

Worcester, ss.

On this 26th day of October, 2007 before me, the undersigned notary public, personally appeared Kevin Giblin, proved to me through satisfactory evidence of identification, which was a Massachusetts Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Manager of Brendon Properties Two, LLC.



Notary Public
My Commission Expires:

The Commonwealth of Massachusetts
GARY P. SANGINARIO
NOTARY PUBLIC
My Commission Expires
March 19, 2010



**ACCEPTANCE OF APPOINTMENT
OF TRUSTEES**

Pursuant to Section 7.2 of the Northboro Properties Realty Trust dated January 26, 2006 (the "Trust"), which Trust is recorded with the Worcester District Registry of Deeds in Book 38287, Page 355, and as a result of the death of the original Trustee, Robert W. Kimball, on February 21, 2020, the undersigned, Wayne P. Kimball and Scott W. Kimball, hereby accept their appointment as successor Co-Trustees of the Trust.

In witness whereof, we hereby execute this document as a sealed instrument this ¹⁴15 day of October, 2020.

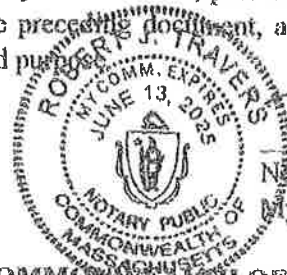
Wayne P. Kimball, Trustee

Scott W. Kimball, Trustee

COMMONWEALTH OF MASSACHUSETTS

Worcester County, SS.

On this ¹⁴15 day of October, 2020, before me, the undersigned notary public, personally appeared Wayne P. Kimball, personally known to me, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily as its stated purpose.



Notary Public: Robert J. Travers
My Commission Expires: June 13, 2020

COMMONWEALTH OF MASSACHUSETTS

Worcester County, SS.

On this ¹⁴15 day of October, 2020, before me, the undersigned notary public, personally appeared Scott W. Kimball, personally known to me, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily as its stated purpose.



Notary Public: Robert J. Travers
My Commission Expires: June 13, 2020

Return to:
Robert J. Travers, Esq.
114 TOWNPIKE RD
STE 107B
WORTHBOROUGH, MA
01581



April 16, 2024

Mr. Andrew T. Dowd, CMC/CMMC/ Town Clerk
Northborough Town Offices
63 Main Street Road
Northborough, Massachusetts 01532

Re: Form B Application for a Preliminary Plan
"Kimball Sand"
0, 200, 220 & 250 Southwest Cutoff (Route 20)
Northborough, MA, 01532

Dear Mr. Dowd:

This notice is to inform you, in accordance with *Section 81S of Chapter 41 of the Massachusetts General Laws* and *Section 10-16-020 of the Rules and Regulations Governing the Subdivision of Land in Northborough*, that we are hereby filing an Application for a Preliminary Plan (Form B). The property included on this plan submission is shown on Assessors Map 106 as Parcels 2, 3, 5, 19 & 20.

The owners of the property are:

Northboro Properties Realty Trust, Wayne P. Kimball & Scott W. Kimball, Co-Trustees
P.O. Box 28
Mendon, Massachusetts 01756

We thank you in advance for your attention to the enclosed Application (Form B).

Sincerely,

LAND DESIGN COLLABORATIVE



James T. Almonte, RLA
Principal

Encl. Form B application Packet

cc: Ms. Kerri A. Martinek, Chair, Planning Board, c/o Ms. Laurie Connors, Planning Director / Staff Liaison
Mr. Wayne Kimball, Trustee, Northboro Properties Realty Trust, Wayne P. Kimball & Scott W. Kimball, Co-Trustees

20-0049 PLM TC Itr01

Chauncy Place | 45 Lyman Street | Terrace North | Suite 1
Westborough, Massachusetts 01581
508.952.6300 | LDCollaborative.com

