

Witnessed by Richard Olney to G. E. B. J., Joshua Crane to W. C. R. & W. P. P., Commonwealth of Massachusetts. Suffolk ss. Boston June 26<sup>th</sup> 1883. Then personally appeared the above named George E. B. Jackson and acknowledged the foregoing instrument to be the free act and deed of the said Eastern Railroad Company. Before me Richard Olney Justice of the Peace. At a regular meeting of the directors of the Eastern Railroad Company held in Boston on the twenty sixth day of June A. D. 1883 it was voted: that the President be authorized to execute a deed conveying land to the Davis and Furber Machine Company, at Machine Shop Station, North Andover, in exchange for other land deeded to them. Attest Francis D. Amory Clerk of the Directors of the E. R. R.  
 Received and Recorded August 4<sup>th</sup> 1883 at 1.40 P.M. Attest John R. Poor Regr.

Memorandum of an agreement made this twenty second day of March A. D. 1882 by and between Geo. S. Davis, John A. Wiley, Joseph M. Stone, James H. Davis and Joseph H. Stone all of North Andover in the County of Essex and Commonwealth of Massachusetts, and George S. Davis of Boston in the County of Suffolk and Commonwealth aforesaid, copartners, doing business at said North Andover, under the firm name of Davis and Furber, parties of the first part, and the Eastern Railroad Company, a corporation duly established under the laws of said Commonwealth, party of the second part. The said parties of the first part for themselves, their heirs, executors, administrators and assigns; and the said party of the second part for itself, its successors and assigns for the considerations hereinafter mentioned hereby covenant and agree to and with each other in the way and manner following, to wit: First, The said parties of the first part agree to convey to the party of the second part, for the use of its railroad, a right of way over such portions of their lands lying near the Machine Shop Station, so called, on the line of the railroad belonging to and operated by the said party of the second part in said North Andover, the same to be a strip or belt of land not exceeding five rods in width, except a small portion additional for depot purposes, which is to be thirty feet wider than five rods, the said portion or portions being described in the paper hereto annexed and marked "A" which said paper is made part of this agreement, as are not already included in the existing location belonging to the said party of the second part. The premises to be conveyed as aforesaid are shown on a plan surveyed and drawn by H. Bissell, Civil Engineer, dated Sept. 28, 1881 and marked "B," to which reference may be had, and

Agreement

Davis et al  
with  
Eastern  
R. R. Co.

See deed  
B. 72 P. 185

See deed  
Supra page 1.

are included in the lines in red on said plan; the black lines on said plan indicating the land within the present location of the railroad, belonging to the said party of the second part; and the said party of the second part hereby agrees that the said parties of the first part may at their pleasure, erect and maintain as their own property and remove if they desire, such buildings, sheds and platforms as they wish for freight purposes on the southwesterly side of the new location, and northwesterly side of the new town way, as indicated as aforesaid by the lines in red on said plan, close to the side track, on the southwesterly side of new location, even if the same said buildings, sheds and platforms stand in part or wholly on the land of the said party of the second part; and the said parties of the first part hereby agree that for the loading and unloading of freight on the said southwesterly side of the new location as aforesaid by its customers, the party of the second part shall have all necessary rights of way over lands of the party of the first part. And it is further agreed by and between the said parties, that the said party of the second part, if it shall so desire, may erect, maintain and remove, as its own property, a freight house and all necessary platforms thereto, and also a coal shed for local dealers in said North Andover on the said side track, on the said southwesterly side of said new location, and for this said purpose may take sufficient land belonging to the said parties of the first part on which to build said freight buildings and also for the free passage of teams and vehicles to and from said freight buildings, provided nevertheless that the said freight house, platforms and shed shall be placed on the southeasterly side of the new town way, which the said rail road is to cross; and provided also that the placing the said freight buildings as aforesaid shall not in anyway interfere with the right of the said parties of the first part to erect a building for foundry supplies; said building or buildings to occupy and be confined within the space as shown on accompanying plan hereto attached and marked H. said piece lying and being on the westerly side of center line of new location parallel with and twenty three and five tenths feet from same, and running southeasterly one hundred feet from a point distant one hundred and fifty feet from the intersection of said center line with the easterly side of the new town way as located across said Eastern Railroad Co's, new location, nor interfere with any other provisions of this agreement. The said parties of the first part will also convey to the said party of the second part the right to maintain its present turntable on the land belonging to the said parties

of the first part in said North Andover, and near the North Andover depot, and also the right to use such additional land as may be required to make said turntable fifty feet in diameter, together with the right of way for the use of its railroad over the land owned by the railroad ~~and the land covered by the railroad tracks leading to said turntable.~~ Second. The said party of the second part will convey to the said parties of the first part all its right, title and interest in and to such portion of the lands included within its present location at said Machine Shop Station as lie southerly and westerly of the premises described in the said annexed paper marked "A", and as shown by and included within the black lines on the said plan marked "B", and will also convey to them all its right, title and interest in and to any lands lying between the lands last described and the lands described in said paper marked "A" and the said party of the second part will also convey to the said parties of the first part all its right, title and interest in and to a small piece of land lying above the mill dam above the shop of said parties of the first part and between their mill pond and the railroad of the said party of the second part, and also agree to erect and maintain all necessary and proper fences, both along the line of the railroad as hereinbefore specified and also around the land used for the turntable as aforesaid; provided however that all the buildings on the lands belonging to the said party of the second part and to be conveyed by them as aforesaid to the said parties of the first part, are not to be included in the conveyance aforesaid, but the same are to remain the property of the said party of the second part, and it is also agreed that the said party of the second part, may enter upon the premises of the said party of the first part and remove said buildings at any time during the first eight months after the date of this agreement.

Third. In consideration of the exchange of lands as hereinbefore provided for, and for other good and valuable considerations the said parties of the first part agree to pay to the said party of the second part the sum of twenty five hundred dollars, and also agree that they will purchase if practicable the well now used as a water station and situated on the old location of the party of the second part; and that if they purchase it, said party of the second part shall have the privilege of continuing to use said well as a water station, and in any event shall have the privilege of continuing to use as a water station another well situated on the land of said parties of the first part and now used by them as a water station, with the privilege to keep and maintain said wells in good order and condition; and it is further agreed that the said party of the second part may dig and maintain additional wells for the same purpose near the shore of the mill pond, the

exact location of such additional wells to be fixed by mutual agreement of the parties, or in case of their inability to agree, by the Chairman, for the time being, of the County Commissioners of Essex County: that for any injury to the waterpower of mills belonging to parties, other than the parties of the first part, the parties of the first part shall not be responsible, but shall be held harmless against any claims on account of the same by the party of the second part. Fourth, It is mutually understood that this agreement <sup>is made</sup> with a view to settle and facilitate matters in regard to the relocating a portion of the railroad track belonging to the said party of the second part, near the property of the said parties of the first part, and it is therefore mutually agreed that the aforesaid conveyances shall be made within sixty days from the day of this agreement, and the said sum of twenty five hundred dollars shall be paid when the said new location is completed, and the said new railroad track in practical operation, and that all other terms and provisions, not herein provided for, shall be complied with and performed within a reasonable time. In witness whereof the said parties of the first part have hereunto set their hands and seals and the said party of the second part has caused its corporate seal to be hereunto affixed, and thereunto to be executed, and another of like tenor by its President, he being thereto duly authorized, the day and year first above written.

Signed, sealed and delivered  
 in presence of A. P. Foye to  
 1. 2. 3. 4. 5. G. F. Hurd to  
 E. B. P. Suffolk ss. Boston  
 Mass. March 28<sup>th</sup> 1882. Then  
 personally appeared the above  
 named E. B. Phillips and  
 acknowledged the foregoing  
 instrument to be the free act  
 and deed of the Eastern Railroad Co. Before me Francis D. Amory  
 Justice of the Peace, March 28, 1882. At a regular meeting of the  
 directors of the Eastern Railroad Co., held this day, at Boston,  
 it was voted; that the action of the President in executing an  
 agreement with George L. Davis and others dated March 22<sup>nd</sup> 1882  
 in reference to the change of location at No. Underover, near Machine  
 Shop Crossing be hereby ratified and confirmed. A true copy from  
 the records. Attest Francis D. Amory Clerk of E. R. R. Revised de-  
 scription No. 2. "A". October 1881. Description of land taken for proposed  
 change of line at Machine Shop Station on Lawrence Branch of

1	George L. Davis	(seal)
2	John A. Wiley	(seal)
3	Joseph M. Stone	(seal)
4	James H. Davis	(seal)
	per Chas. E. Stillings his Attorney	
5	Joseph H. Stone	(seal)
6	Geo. H. Davis	(seal)
	Eastern Railroad Co.	(seal)
	by E. B. Phillips President	

Eastern R.R., Beginning for the same in the center of track of said Lawrence Branch R.R., said point being distant southeasterly fifteen hundred and forty four (1544) feet, more or less, from the southerly face of said Machine Shop Station; thence running in a direct line hereafter referred to as center line North  $42^{\circ}$  west for a distance of eight hundred and ninety three (893) feet, more or less, eighty two and one half (82.5) feet in width is taken, forty one and a quarter (41.25) feet either side of said center line measured at right angles thereto; thence still north  $42^{\circ}$  west for a distance of three hundred and forty six (346) feet eighty two and one half (82.5) feet in width is taken, forty one and one quarter (41.25) feet on either side of said center line, measured at right angles to the same; thence still north  $42^{\circ}$  west for a distance of three hundred (300) feet and crossing public highway one hundred twelve and one half (112.5) feet in width is taken, seventy one and one quarter (71.25) feet, on the easterly and forty one and one quarter (41.25) <sup>feet</sup> on the westerly <sup>measured at right angles to same</sup> of said center line; thence still north  $42^{\circ}$  west for a distance of nine hundred and ninety feet (990), more or less, to a point in the center of track of said Lawrence Branch R.R., eighty two and one half (82.5) feet in width is taken, forty one and one quarter (41.25) feet on either side of said center line, measured at right angles to the same. Said point in the center of track of said Lawrence Branch R.R. last referred to, being distant northwesterly eleven hundred twenty one and nine tenths feet, more or less, (1121.9) from the southerly face of said Machine Shop Station, heretofore mentioned in the beginning of this description. A plan showing said proposed change and of the above description, in red, is hereto attached as part of said description. The courses above alluded to are magnetic. H. Bissell Civil Eng'r. O. S. R.

Received and Recorded August 7<sup>th</sup> 1883 at 8.20 A.M. Attest John R. Poor, Notary.  
Subjoined to the foregoing agreement Davis et al with Eastern R.R. Co. recorded supra page 3. was the following instrument, viz: Know all men by these presents, that I, James H. Davis of North Andover in the County of Essex and Commonwealth of Massachusetts hereby constitute and appoint Charles E. Stillings of said North Andover to be my true and lawful attorney for myself and in my name and stead to sign my name and execute a certain agreement in writing and under seal, now pending between Davis & Furber of said North Andover, of which said firm I am a partner, parties of the first part named in said agreement, and the Eastern Railroad Company, parties of the second part, named

Power of Atty.  
Davis  
to  
Stillings