



August 24, 2009

BY HAND

Needham Board of Selectmen
Town of Needham
1471 Highland Avenue
Needham, MA 02492

Re: Statutory Notice of Intent to Sell approximately 154,507 sq. ft. of Land, Needham, MA

Dear Municipal Agents:

Enclosed please find with this Statutory Notice of Intent to Sell a Notice of Intent to Sell for Other Use, a copy of the Purchase and Sale Agreement for the property and a Certification by Alfred Volante. Pursuant to the provisions of Mass. G.L. c. 61A §14 (Effective March 22, 2007) the above identified land, taxed pursuant to the provisions of Mass. G.L. c. 61A is intended to be sold to Robert Pisano and Kathryn Z. Pisano and converted to residential use while so taxed. According to said section, you are required to receive this Notice of Intent.

Appended hereto please find a Statement of Intent to Sell, including a statement of proposed use of the land, location and acreage as drawn as scaled by the Needham Assessor Office. Also enclosed please find a certified copy of the executed Purchase and Sale Agreement specifying the purchase price and all terms and conditions of the proposed sale.

There are no additional agreements or additional consideration for any contiguous land under the same ownership not classified pursuant to the provision of Mass. G.L. c. 61A.

For a period of 120 days after the latest date of deposit in the United States mail, the Town of Needham shall have a first refusal option to meet the bona fide offer to purchase the above described land or after public hearing assign the right to a non-profit conservation organization or to the Commonwealth or any of its political subdivisions provided in said Chapter. During the 120 day period the Town or its

Murtha Cullina LLP | Attorneys at Law

BOSTON

HARTFORD

MADISON

NEW HAVEN

STAMFORD

WOBURN

600 Unicorn Park Drive | Woburn, MA 01801 | Phone 781.933.5505 | Fax 781.933.1530 | www.murthalaw.com

Needham Board of Selectmen
Needham Board of Assessors
Needham Planning Board
Needham Conservation Commission
State Forester
August 19, 2009
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assignee enjoys the right, at reasonable times and upon reasonable notice to enter upon the land for purposes of surveying or inspecting the land.

If the Town elects not to exercise the option, and not to assign its right to exercise the option, the Town shall send written notice of non-exercise, signed by the Board of Selectmen, to the landowner as specified in the appended Notice of Intent.

I thank you for your prompt action on this matter.

Sincerely,

Francis A. DiLuna

FAD/mhc
Enclosure

cc: Needham Board of Selectmen
Needham Board of Assessors
Needham Planning Board
Needham Conservation Commission
State Forester

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Notice of Intent To Sell For Other Use

Pursuant to the provisions of Mass. G.L. c. 61A, §14 Standish Farm Realty LLC makes the Notice of Intent to Sell For Other Use:

Standish Farm Realty LLC, Alfred Volante, Manager, the owner of the hereto below identified land by and through its Attorney give the Town of Needham this Notice of Intent.

Statement of Proposed use of the Land:

The proposed use of the land is for a residential development. The subdivision of the land is to resolve an encroachment that has occurred. An abutter is purchasing the land to resolve the encroachment.

Location and Acreage of Land

154,507 sf of raw land shown on Needham Map 217 as Lot 11, Needham, Massachusetts.

Name, Address and Telephone Number of Landowner

Owner:

Standish Farm Realty LLC
Alfred Volante, Manager
226 Brookside Road
Needham, Massachusetts 02492
Telephone: 781-964-6345

Attorney:

Francis A. Di Luna, Esq.
Murtha Cullina LLP
600 Unicorn Park Drive
Woburn, Massachusetts 01801
Telephone: (781) 933-5505
Email: fdiluna@murthalaw.com

STANDARD FORM PURCHASE AND SALE AGREEMENT

This 24th day of August 2009.

1. PARTIES AND MAILING ADDRESSES

Alfred Volante, Manager of Standish Farm LLC, a Massachusetts Limited Liability Company having an address of 226 Brookside Road, Needham, Massachusetts hereinafter called the SELLER, agrees to SELL and Robert Pisano and Kathryn Z. Pisano hereinafter called the BUYER or PURCHASER, agrees to buy, upon the terms hereinafter set forth, the following described premises:

2. DESCRIPTION

A certain parcel of land known and numbered as Lot 1 Brewster Road, Needham, Massachusetts containing ~~155,651~~ 154,507 square feet of land more fully described at Book 23791, Page 542.

3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES N/A

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4. TITLE DEED

Said premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven (7) days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except

- (a) Provisions of existing building and zoning laws;
- (b) Existing rights and obligations in party walls which are not the subject of written agreement;
- (c) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
- (d) Any liens for municipal betterments assessed after the date of this Agreement;
- (e) Easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with the current use or marketability of said premises as a legally zoned (buildable lot) single family residential home.
- (f) Horticultural Tax Lien (Mass. Gen. Laws, c. 61A)
- (g) A Purchase and Sale Agreement to sell 1,144 square feet of land to abutters.

5. PLANS

If said deed refers to a plan necessary to be recorded therewith the SELLER shall deliver such plan with the deed in form adequate for recording or registration.

6. REGISTERED TITLE

In addition to the foregoing, if the title to said premises is registered, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title of said premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable the BUYER to obtain such Certificate of Title.

7. PURCHASE PRICE

The agreed purchase price for said premises is Four Hundred Forty-Five Thousand Dollars (\$445,000.00), of which

\$ 16,800.00	have been paid as a deposit this day and
\$ 1,000.00	was paid with the Offer to Purchase
\$427,200.00	are to be paid at the time of delivery of the deed in cash, or
	by certified, cashier's, treasurer's or bank check(s).
\$445,000.00	TOTAL

8. TIME FOR PERFORMANCE; DELIVERY OF DEED

Such deed is to be delivered at 12:00 o'clock p.m. on/or before the 31st day of December 2009, at the Norfolk Registry of Deeds or at the office of Buyer's lender's counsel, as may be requested by the Buyer or its lender by written notice at least two days prior to the scheduled closing, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this Agreement.

9. POSSESSION AND CONDITION OF PREMISES

Full possession of said premises free of all tenants and occupants, except as herein provided, is to be delivered at the time of the delivery of the deed, said premises to be then (a) in the same condition as they now are. The BUYER shall be entitled personally to inspect said premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause.

10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM

If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of the delivery of the deed the premises do not conform with the provisions hereof, then the SELLER shall use reasonable efforts to remove any defects in title, or to deliver

possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty (30) days. In the event the time for performance under this agreement is extended and during such extension Buyer's loan commitment or rate lock shall expire, provided that Buyer uses reasonable efforts to cause such loan commitment or rate lock to be extended upon the same rate, term and conditions, but such efforts fail, Buyer at its sole option shall have the right by notice given to Seller within seven (7) days following such expiration to terminate this agreement without recourse, in which event the deposits hereunder shall forthwith be refunded to the Buyer. Any obligation of the SELLER to cure title or make the premises conform is limited to \$6,000.00.

11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM

If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, or if at any time during the period of this Agreement or any extension thereof, if any, to be used for such purposes, then any payments made under this Agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this Agreement shall be void without further recourse to the parties hereto.

12. BUYER'S ELECTION TO ACCEPT TITLE

The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said premises shall have been damaged by fire or casualty insured against, then the SELLER shall, unless the SELLER has previously restored the premises to their former condition, either:

(a) pay over or assign the BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLER for any partial restoration, or

(b) if a holder of a mortgage on said premises shall not permit the insurance proceeds or a part thereof to be used to restore the said premises to their former condition or to be so paid over or assigned, give to the BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by the SELLER for any partial restoration.

13. ACCEPTANCE OF DEED

The acceptance of a deed by the BUYER or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.

14. USE OF MONEY TO CLEAR TITLE

To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed.

15. INSURANCE

Until the delivery of the deed, the SELLER shall maintain insurance on said premises as follows:

Type of Insurance	Amount of Coverage
(a) Fire and Extended Coverage	*\$As presently insured
(b)	

16. ADJUSTMENTS

Taxes for the then current fiscal year, shall be apportioned as of the day of performance of this Agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed.

17. ADJUSTMENT OF UNASSESSED AND ABATED TAXES

If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.

18. BROKER'S FEE

A broker's fee for professional services of Seventeen Thousand Eight Hundred Dollars (\$17,800.00) is due from the SELLER to Louise Condon Realty, the Broker(s) herein, if, when and only when the deed has been recorded and the funds disbursed.

19. BROKER(S) WARRANTY

The Broker's named herein Louise Condon Realty warrant(s) that the Broker(s) is(are) duly licensed as such by the Commonwealth of Massachusetts.

20. DEPOSIT

All deposits made hereunder shall be held in an interest bearing escrow account by Louise Condon Realty as escrow agent subject to the terms of this Agreement and shall be duly accounted for at the time for performance of this Agreement. Interest shall go to the Buyer at the time of closing. In the event of default, interest shall follow the deposit.

21. BUYER'S DEFAULT; DAMAGES

If the BUYER shall fail to fulfill the BUYER'S agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages and this shall be Seller's sole remedy both at law and in equity.

22. RELEASE BY HUSBAND OR WIFE

The SELLER'S spouse hereby agrees to join in said deed and to release and convey all statutory and other rights and interests in said premises.

23. BROKER AS PARTY

The Broker(s) named herein join(s) in this Agreement and become(s) a party hereto, insofar as any provisions of this Agreement expressly apply to the Broker(s), and to any amendments or modifications of such provisions to which the Broker(s) agree(s) in writing.

24. LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, ETC.

If the SELLER or BUYER executes this Agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

25. WARRANTIES AND REPRESENTATIONS

The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this Agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either the SELLER or the Broker(s):

26. MORTGAGE CONTINGENCY CLAUSE

In order to help finance the acquisition of said premises, the BUYER shall apply for a conventional bank or other institutional mortgage loan of at least \$350,000 at prevailing rates, terms, and conditions. If despite the BUYER'S diligent efforts a commitment for such loan cannot be obtained on or before October 1, 2009, the BUYER may terminate this Agreement by written notice to the SELLER and/or the Broker(s), as agent(s) for the SELLER, prior to the expiration of such time, whereupon any payments made under this Agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto. In no event will the BUYER be deemed to have used diligent efforts to obtain such commitment unless the BUYER submits a complete mortgage loan application conforming to the foregoing provisions on or before September 30, 2009. Where the word "commitment" is used, it shall be defined to mean a written commitment containing only conditions that can reasonably be met by Buyer. Diligent efforts shall not require Buyer to apply to more than one institutional lender in the business of making mortgage loans.

27. CONSTRUCTION OF AGREEMENT

This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and enures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors, and assigns, and may be cancelled, modified, or amended only by a written instrument executed by both the SELLER and the BUYER, provided, however, that extensions hereof may be executed by counsel for a party. If two or more persons are named herein as BUYER, their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties to it.

28. LEAD PAINT LAW

The parties acknowledge that, under Massachusetts's law, whenever a child or children under six (6) years of age resides in any residential premises in which any paint, plaster, or other accessible material contains dangerous levels of lead, the owner of said premises must remove or cover said paint, plaster, or other material so as to make it inaccessible to children under six (6) years of age.

**FOR RESIDENTIAL PROPERTY CONSTRUCTED PRIOR TO 1978,
BUYER MUST ALSO HAVE SIGNED LEAD PAINT "PROPERTY TRANSFER
NOTIFICATION CERTIFICATION".**

29. SMOKE DETECTORS

This section is intentionally deleted.

30. ADDITIONAL PROVISIONS

The initialed riders, if any, attached hereto, are incorporated herein by reference.

Rider A

Seller: Alfred Volante
Buyers: Robert and Kathryn Pisano
Property Address: Lot 1, Brewster Road, Needham, MA 02492

31. SELLER represents that it is not a foreign person under I.R.C. Section 1445 and agrees to execute at the closing a non-foreign certificate in compliance with I.R.C. Section 1445 (b)(2).

32. All notices required or to be given hereunder shall be in writing and deemed duly given when delivered or mailed by registered or certified mail, return receipt requested, postage and registration or certification charges prepaid, addressed as follows:

If to SELLER: Alfred Volante
226 Brookside Road
Needham, MA 02492

with copies to: Francis A. Di Luna
600 Unicorn Park Drive
Woburn MA 01801
Tel#: 781-933-5505

and

If to BUYER: Robert and Kathryn Pisano
397 Dedham Avenue
Needham, MA 02492

with copies to: Lawrence S. Zaharoff
990 Washington Street, Suite 214
Dedham, MA 02026
Tel#: 781-329-2000
Fax#: 781-329-2004

33. SELLER will deliver premises free of all of its (estate) personal property not subject of this Agreement, and remove trash and debris in and around premises prior to the closing.

34. SELLER warrants and represents that as of the date hereof Seller has received no notice from the Town of Needham of any violation of the premises, of any zoning or building laws or of the Massachusetts State Sanitary Code.

35. SELLER warrants that all systems servicing the premises, including, but not limited to utilities, sewer lines shall be in the same working order at the time of delivery of the deed as at the time of execution of this Agreement reasonable wear and tear excepted.

36. All exhibits referred to this Agreement shall be incorporated into this Agreement by such reference and shall be deemed a part of this Agreement as if fully set forth in this Agreement.

37. The Sellers represent to the best of their knowledge that there are no underground fuel storage tanks, hazardous materials, landfills, salt storage in or on the premises.

38. Any matter relating to the performance of this Agreement that is the subject of a title, practice, or ethical standard of the Real Estate Bar Association of Massachusetts shall be governed by the provisions of said standard to the extent applicable.

39. The SELLER agrees to furnish the BUYER, if required at the time of the delivery of the Deed, executed affidavits and indemnifications regarding the mechanics' and materialmen's liens, parties in possession and hazardous wastes or materials sufficient to eliminate any title insurance exceptions for these matter and to execute and deliver, at such time, any affidavits and certificates customarily required by BUYER'S mortgages in connection with mortgage loans for transactions of this type, including such normal and reasonable documents necessary for the sale of said mortgage on the secondary market, if required by mortgage attorney.

40. SELLER agrees to obtain and pay final water reading for water/sewer use charges from Town of Needham Water Department if any.

41. It is understood and agreed by the parties that the Premises shall not be in conformity with title provisions of this Agreement unless:

(a) all buildings, structures and improvements, including but not limited to any driveways, garages and cesspools, and all means of access to the Premises, shall be located completely within the boundary lines of said Premises and shall not encroach upon or under the property of any other person or entities;

(b) no building, structure, or improvement of any kind belonging to any other person or entity shall encroach upon or under said Premises; and

(c) the Premises shall abut a public way or a private way to which BUYER shall have both pedestrian and vehicular access, and if a private way, that such private way in turn is duly laid out or accepted as such by the city or town in which said Premises are located, or a private way to which the BUYER shall have both pedestrian and vehicular access and if a private way, that such private way in turn has satisfactory

access to a public way; which public way is duly laid out or accepted as such by the town or municipality wherein the premises are located.

(d). Buyer's survey or mortgage plot plan indicates that no structure or improvement situated on the premises violates zoning ordinances or by-laws of the town or municipality in which the premises are located or the provisions of M.G.L. Chapter 40A, unless such structures or improvements are validly nonconforming in accordance with said ordinances, by-laws and Massachusetts General Laws.

(e). Title to the premises is insurable for the benefit of the BUYER by a title insurance company doing business in Massachusetts reasonably acceptable to BUYER in a fee owner's policy of title insurance, at normal premium-rates, with standard exceptions taken (except to the extent customarily deleted from a loan policy), in the American Land Title Association Form currently in use.

42. SELLER is unaware of any lawsuit pending or threatened against the property. Seller warrants and represents that as of the date hereof Seller has received no notice from the Town of Needham of any violation of the premises, of any zoning or building laws or of the Massachusetts State Sanitary Code. Seller hereby represents and covenants that no written notice or communication has been received by Seller prior to the passing of title to Buyer from any public authority that there exists with respect to the premises any condition which violates any municipal, state or federal law, rule, regulation, ordinance or the like which has not been heretofore rectified. The provisions of this paragraph shall survive delivery of the Deed.

43. Warranties: The Seller makes the following representations and warranties, all of which shall be true and correct as of the closing date:

(a) The Seller has not received any written notice or written request from any insurance company or board of fire underwriters or Department of Environmental Protection (or any organization exercising functions similar thereto) requesting the performance of any work or alterations to the premises.

(b) Seller has not received any written notice of any litigation or threatened litigation affecting Seller or the premises that would in any way constitute a lien, claim or obligation of any kind against the premises or which could prevent Seller from performing Seller's obligations under this Agreement.

(c) Seller has received no notice of condemnation or threatened condemnation proceedings affecting the premises or any assessments made or threatened with respect to the premises.

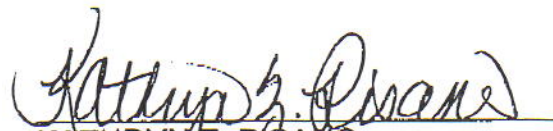
44. Seller shall exercise due diligence in notifying the Town of Needham, pursuant to M.G.L Chapter 61A, at Seller's own cost and expense. Seller shall have 5 days from August 22, 2009 to deliver the notice of intent to sell, unless the parties agree otherwise in writing.

Seller shall notify Buyer in writing, no later than 120 days from August 22, 2009 that the Town of Needham has declined its option. Seller shall immediately deliver to Buyer in recordable form Town of Needham's declination of option. In or within ten days of receipt of Declination of Option, the closing shall take place pursuant to the terms of paragraph 6 of this agreement, unless Buyer's, pursuant to Paragraph 26 are unable to obtain mortgage.

No later than 120 days from August 22, 2009, Seller shall notify Buyer in writing, within 24 hours, in which event Buyer shall have the option exercisable within 10 days of being notified of the failure of Seller to receive the Town of Needham declination of option, to reduce the purchase price by an agreed upon price, or terminate this transaction and Buyer's Deposit shall be refunded forthwith.

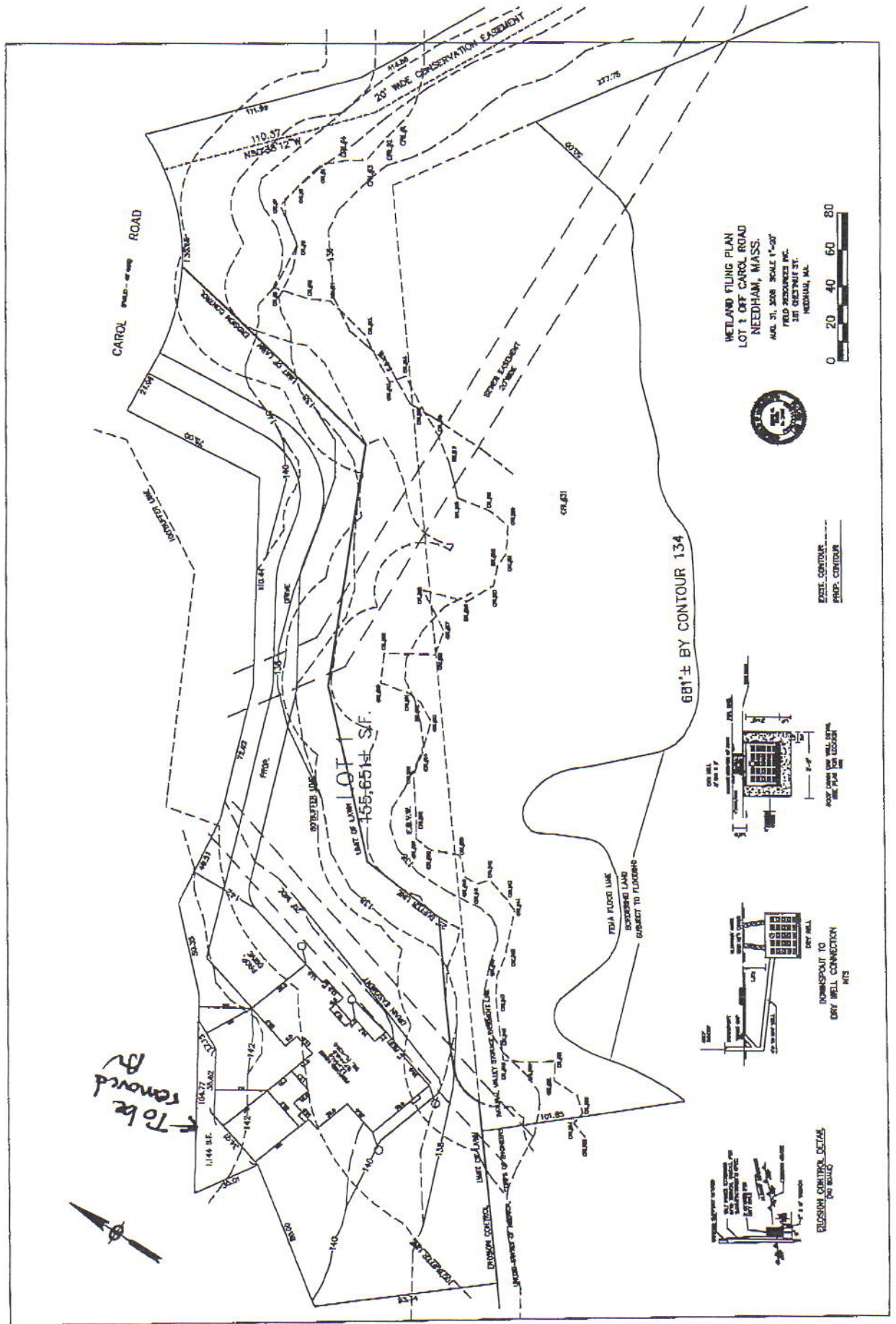
45. Buyer's purchase is further conditioned upon the lot being a legally zoned buildable lot for a single family residential home. Seller will deliver updated, certified subdivision plans, with all appropriate town and/or signatures agency, within five (5) days of signing of this Agreement. Buyer will, within 45 days, submit plans in order to receive a building permit. Should Buyer fail to receive a building permit for a single family home, then Buyer's shall terminate this Agreement by written notice to Seller within five (5) days.

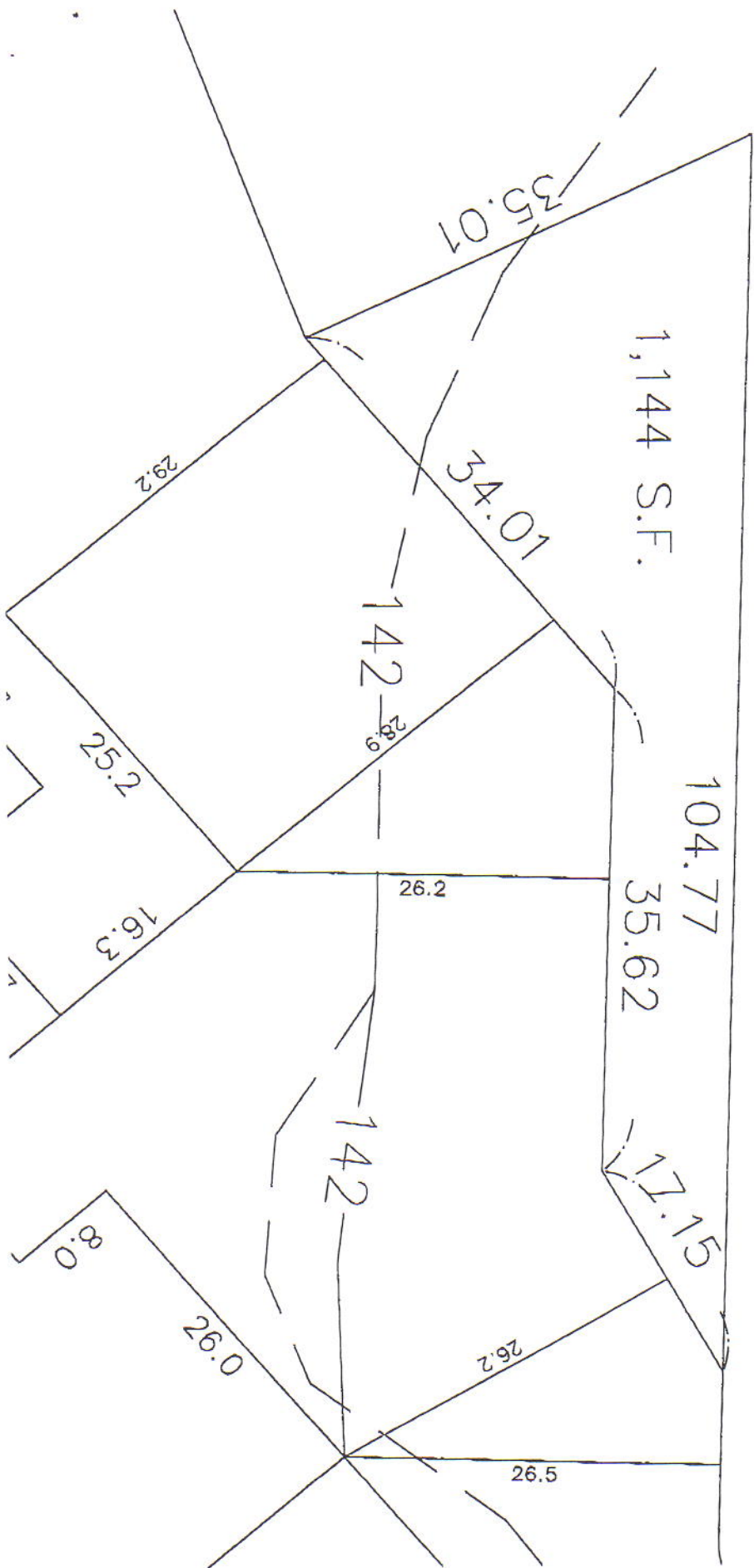
NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney.


ALFRED VOLANTE
ROBERT PISANO
KATHRYN Z. PISANO

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Handwritten initials and notes.





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I certify this copy of the Purchase and Sale Agreement to be a true and accurate copy.

A handwritten signature in black ink, appearing to read "Alfred Volante", is written over a horizontal line.

Alfred Volante