

8/21
DONE

RECEIVED
TOWN OF NEEDHAM
BOARD OF SELECTMEN

2009 AUG 21 A 9:45

**MURTHA
CULLINA**

C: BOS
D TOBIN

August 19, 2009

BY HAND

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

Re: Statutory Notice of Intent to Sell 52,625 sq. ft. of Land
Needham Assessors Map 217, Lot 12, Needham, Massachusetts

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 Oakfield Development LLC, Edward J. Thomas, Manager, 209 West Central Street, Suite 208, Natick, Massachusetts 01760 or its assignees 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

407957v1

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
Page 2
August 19, 2009

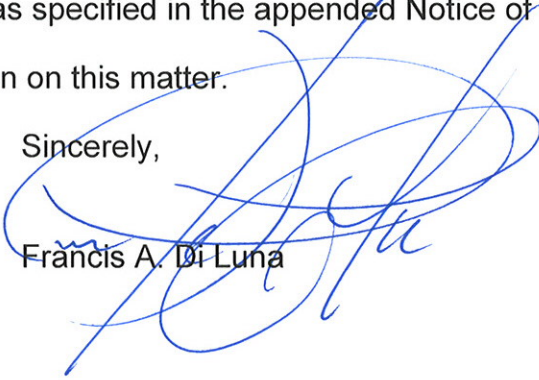
assignee enjoys the right, at reasonable times and upon reasonable notice to enter upon the land for purposes of surveying or inspecting the land.

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. Di Luna



FAD/mhc
Enclosure

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

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.

Location and Acreage of Land

52,625 sq. ft. of land shown on Needham Map 217 as Lot 12, 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**

1. PARTIES AND MAILING ADDRESSES

This 11th day of August 2009 Alfred Volante, Manager of Standish Farm Realty LLC of 226 Brookside Road, Needham, MA hereinafter called the SELLER, agrees to SELL and Oakfield Development LLC, Edward J. Thomas, Manager, or his assignees hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described Premises:

2. DESCRIPTION

Lot 2, Brewster Drive, Needham, MA 02492 (the "Premises") a certain parcel of land known and numbered as Lot 2 Brewster Drive, Needham, MA 02492 containing 52,625 square feet of land more or less and more fully described in Norfolk County Registry of Deeds in Book 23791 and Page 542.

3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES

Intentionally omitted.

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) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
- (c) Any liens for municipal betterments assessed after the date of this Agreement;
- (d) Easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with the current use of said Premises;
- (e) The provisions of Chapter 61A (withdrawal from Chapter 61A has been submitted).

JIT AV

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 \$475,000.00
Dollars of which

\$	22,750.00	have been paid as a deposit this day and
\$	1,000.00	paid with Offer to Purchase
\$	451,250.00	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), or attorney's IOLTA check.
\$	475,000.00	TOTAL

8. **TIME FOR PERFORMANCE; DELIVERY OF DEED**

Such deed is to be delivered at 9:00 o'clock a.m. pursuant to the provisions of Paragraph 37 of the attached addendum at the Norfolk County Registry of Deeds or at the office of Buyer's lender's counsel, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this Agreement. Closing may also be held at office of counsel for Buyer's lender.

9. **POSSESSION AND CONDITION OF PREMISES**

Full possession of said Premises free of all tenants and occupants is to be delivered at the time of the delivery of the deed, said Premises to be then in compliance with the provisions of any instrument referred to in clause 3 hereof.

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

15-
AV

of the delivery of the deed the Premises do not conform with the provisions hereof, 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 120 calendar days.

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, the holder of a mortgage on said Premises shall refuse to permit the insurance proceeds, 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:

13. ACCEPTANCE OF DEED

The acceptance of a deed by the BUYER or the BUYER'S 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. 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 the deed.

16. 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.

17. BROKER'S FEE

A broker's fee for professional services of \$25,250.00 is due from the SELLER to Louise Condon Realty and Prudential Prime Properties (Brokerage) Advantage divided equally if, as and when papers pass and the deed is recorded and not otherwise the Broker(s) herein, but if the SELLER pursuant to the terms of clause 19 hereof retains the deposits made hereunder by the BUYER, said Broker(s) shall be entitled to receive from the SELLER an amount equal to one-half the amount so retained or an amount equal to the Broker's fee for professional services according to this contract, whichever is the lesser.

18. BROKER(S) WARRANTY

The Brokers named herein Condon Realty and Prudential Prime Properties warrant(s) that the Broker(s) is(are) duly licensed as such by the Commonwealth of Massachusetts.

19. DEPOSIT

All deposits made hereunder shall be held in escrow 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. In the event of any disagreement between the parties, the Escrow Agent may retain all deposits made under this Agreement pending instructions mutually given in writing by the SELLER and the BUYER.

20. 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.

21. RELEASE BY HUSBAND OR WIFE

Intentionally omitted.

22. 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.

23. 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.

24. 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):

25. MORTGAGE CONTINGENCY CLAUSE

None.

26. CONSTRUCTION OF AGREEMENT

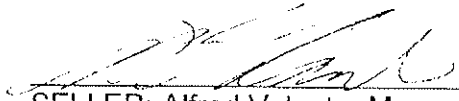
This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and enures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors, and assigns, and may be cancelled, modified, or amended only by a written instrument executed by both the SELLER and the BUYER. 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.

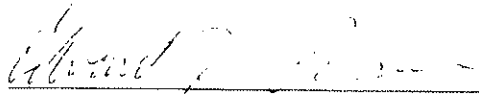
EST AV

27. ADDITIONAL PROVISIONS

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

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


SELLER: Alfred Volante, Manager
Standish Farm Realty LLC


BUYER: Oakfield Development LLC
Edward J. Thomas, Manager

BROKER:

As to Sections 18, 19, 20 and 23.

27 **ENCROACHMENTS/ADDITIONAL TITLE PROVISIONS**

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

- (i) all buildings, structures and improvements, including but not limited to any driveways and garages, 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 entity;
- (ii) no building, structure or improvement of any kind belonging to any other person or entity shall encroach upon or under said Premises;
- (iii) the premises shall abut or have legal access to a public way;
- (iv) if the premises are serviced by a private septic system then the **SELLER** shall deliver a certificate of compliance or a certification that the system has unconditionally passed inspection pursuant to the provisions of Title 5, 310 CMR 15.000 et seq., as amended, to the **BUYER** at the closing (or prior thereto if available and requested).

28. **TITLE INSURANCE**

SELLER agrees at the closing to execute a statement under oath to any title insurance company issuing a policy to **BUYER** and/or **BUYERS'** mortgagee to the effect that: (1) there are no tenants, lessees or parties in possession of the Premises, except as set forth herein, if at all, and (2) **SELLER** has no knowledge of any work having been done to the Premises which would entitle anyone now or hereafter to claim a mechanic's or materialmen's lien on the Premises. Title shall be insurable for the benefit of **BUYER** on standard ALTA forms without exceptions other than those permitted under paragraph 4 hereof or those printed on the policy jacket.

29 **INTERNAL REVENUE CODE SECTION 1445**

SELLER certify that they are not foreign persons and therefore, the **BUYER** are not required under Section 1445 of the Internal Revenue Code to withhold any taxes upon the disposition of the Premises to the **BUYER**, and **SELLER** agree to execute an affidavit to this effect at the closing.

30 **TITLE STANDARDS**

Any matter which is the subject of a title, practice or ethical standard adopted by the Real Estate Bar Association, formerly known as the Real Estate Bar Association, at the time of delivery of the deed shall be governed by said standard to the extent applicable.

31 **NOTICES**

All notices required under this Agreement shall be deemed to have been given if in writing and hand delivered, transmitted by confirmed facsimile, or mailed by certified mail, return receipt requested, or sent by Federal Express or other commercial overnight courier,

in the case of BUYER: Carol S. Goodman, Esquire
Goodman & Goodman
462 Washington St.
Wellesley, MA 02482
Phone: (781) 237-5115
Fax: (781)237-5171

and in the case of BUYER: Francis A. Di Luna, Esquire
Murtha Cullina, LLP
600 Unicorn Park Drive
Woburn, MA 01801
Phone: (781)-933-5505
Fax: (781)-933-1530

32. **BROKERS**

BUYER and **SELLER** mutually warrant and represent to each other that neither has dealt with a real estate broker or salesperson in connection with this transaction other than the brokers named herein, and that neither was directed to the other by any such agent or broker, and each agrees to indemnify and hold the other harmless against all costs, damages, expenses or liability, including attorneys fees, incurred by the other arising out of or resulting from breach of this warranty or failure of this representation. The provisions of this paragraph shall survive delivery of the deed.

33. **CLOSING DOCUMENTS**

SELLER agrees to sign all documents reasonably and customarily required by **BUYERS'** mortgage lender.

34 **AUTHORIZATION TO SIGN EXTENSIONS AND NOTICES**

In order to facilitate the execution and delivery of certain documents contemplated hereby, the parties grant to their respective attorneys the actual authority to execute and deliver on each party's behalf any (a) agreement modifying the time for the performance of any event hereunder, or (b) any notice that may be given under this agreement, and the parties may rely upon the signature of such attorneys (including faxed signatures) unless they have actual knowledge that a party has disclaimed the authority granted herein

35. **PRIOR AGREEMENTS**

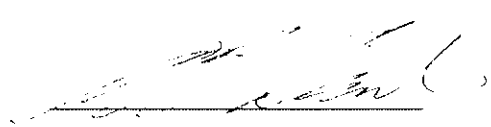
This agreement supercedes any other prior agreement of the parties concerning the transaction contemplated hereby

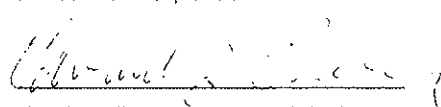
36. **ERRORS**

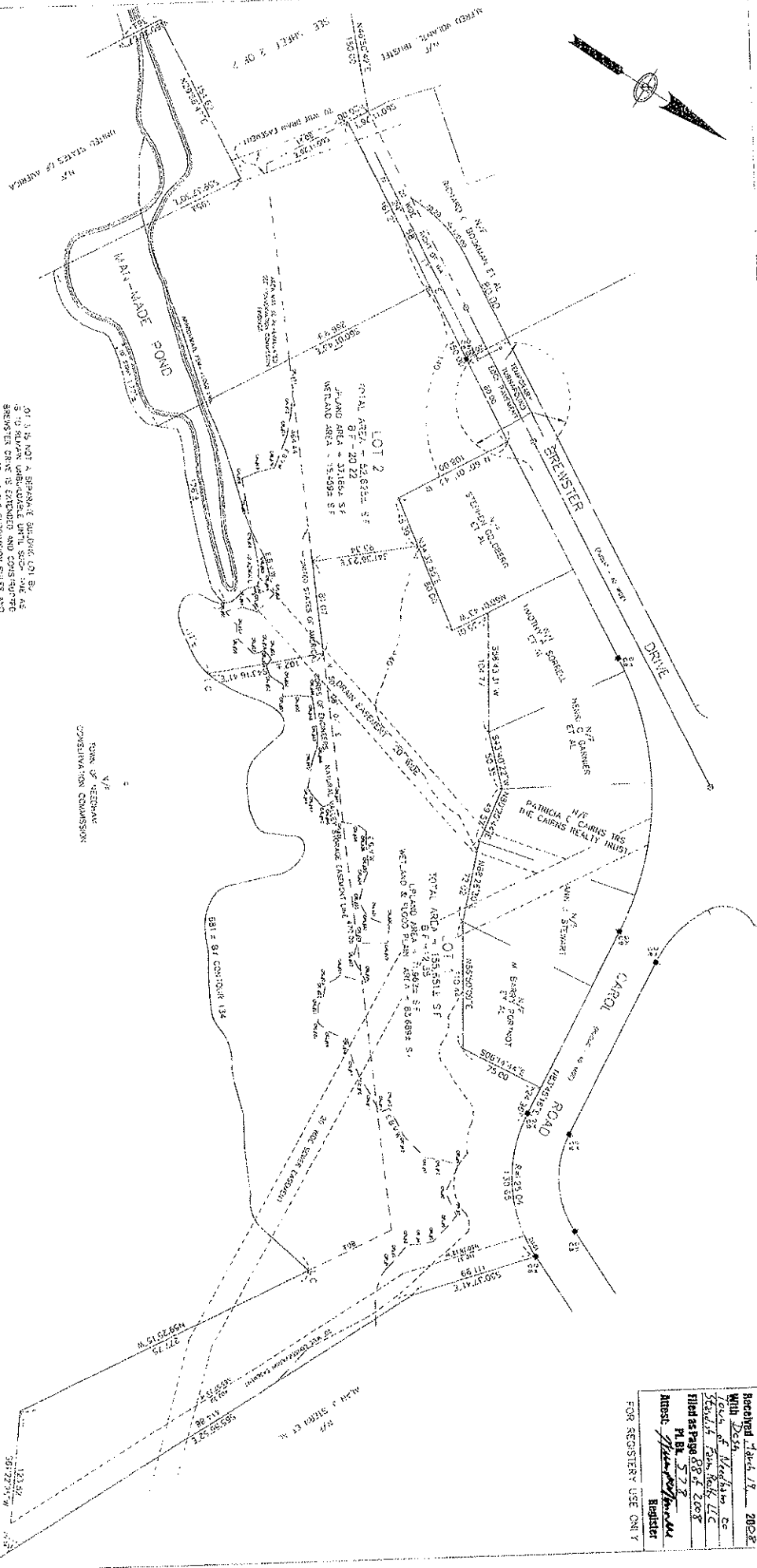
If any errors or omissions are found to have occurred in any calculations or figures used in the settlement statement signed by the parties (or would have been included if not for any such error or omission) and notice hereof is given, within sixty (60) days of the date of delivery of the deed, to the party to be charged, then such party agrees to promptly make a payment to correct the error or omission. The parties hereto also agree to execute and deliver to the requesting party whatever additional documents or amendments to existing documents are reasonably required to effectuate the sale and purchase under this agreement provided such additional documents or amendments are prepared by the requesting party and do not in any way adversely affect, or otherwise enlarge the liability of, any of the parties relative to said sale and purchase.

37. **CLOSING**

The closing shall take place no sooner than twenty-one (21) days after the execution of this Agreement by both Buyer and Seller and no later than sixty (60) days after the execution of this Agreement by both Buyer and Seller. If the closing does not take place within the 60 day period due to the fact that either the Chapter 61A (Agricultural Tax Classification) or the Chapter 41 (Subdivision Control Law) is not resolved, the Buyer shall have the right to terminate this Agreement and shall be entitled to an immediate refund of all deposits made hereunder. In no event shall a closing take place unless the Town of Needham has released this lot for sale pursuant to the provisions of M.G.L. c.41 (Subdivision Control Law) and waived its Right of First Refusal pursuant to the provisions of M.G.L. c.61A. When the Town has both released the lot and waived its 61A Right-of-First Refusal, the closing shall take seven days thereafter providing that said date is no sooner than twenty-one (21) days after the complete execution of this Agreement. The Buyer shall have the right to extend the date for closing up to an additional sixty (60) days after the expiration of the first sixty day period following the complete execution of this Agreement.


Alfred Volante, Seller

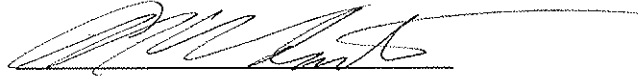

Oakfield Development, LLC, Buyer



Northk Registry of Deeds
 Deftman, Mass. 20-02
 Received 18-5-78
 With Deeds
 1024 of Northk in C
 Standard Park Realty LLC
 Filed as Page 88 of 2008
 Pl. Ex. 5-7-78
 Attest: *[Signature]*
 Register

FOR REGISTRY USE ONLY

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', with a long horizontal flourish extending to the right.

Alfred Volante