

**SITE CONTROL**

General Site Project Site Control Financial Qualifications & Certification Notifications & Fees

Contacts

Site Approval Application/Homeownership

Neponset Village LLC

Site Control

Submit

Print

Site Control

Attachments

Upload

Attachment:

4.1 Evidence of Site Control



Choose File

No file chosen

Upload

Uploaded Attachments

4.1 Evidence of Site Control Deed.pdf

Delete

4.1 Evidence of Site Control Neponset Village LLC P&S August 2021.pdf

Delete

4.1 Evidence of Site Control (required):

Copies of all applicable, fully executed documents (deed, ground lease, purchase and sale agreement, option agreement, land disposition agreement, agreements to purchase easements) showing evidence of site control, including any required easements, along with copies of all amendments and extensions. Copies of all plans referenced in documents must be included.

RECEIVED AND RECORDED  
NORFOLK COUNTY  
REGISTRY OF DEEDS  
DEDHAM, MA  
OFFICE OF THE REGISTER  
WILLIAM P. O'BONNELL, REGISTER

Bk 36191 Pg 361 #67301  
08-01-2018 @ 02:52p  
MASSACHUSETTS STATE EXCISE TAX  
Norfolk Registry of Deeds  
Date: 08-01-2018 @ 02:52pm  
City: 1379 Doc#: 67301  
Fee: \$2,052.00 Const: \$450,000.00

## QUITCLAIM DEED

We, **Susan LaCivita**, as Trustee and **Philip P. LaCivita**, as successor Trustee of the **Pleasant Street Realty Trust**, u/d/t dated December 16, 2000 recorded with Norfolk County Registry of Deeds at Book 18356, Page 583, and as Co-Personal Representatives of the Estate of **Walter P. LaCivita**, Norfolk Probate and Family Court – Docket No. NO09P0716EP, and as Trustees of **The Walter P. LaCivita Revocable Trust**, of Norwood and Walpole, Norfolk County, Massachusetts, respectively,

for consideration paid, in the amount of Four Hundred Fifty Thousand and 00/100 (\$450,000.00) Dollars

grant to **McSharry Bros., Inc.**, a duly organized Massachusetts corporation having a principal place of business at 7 Leah Drive, Rockland, Plymouth County, Massachusetts 02370

*with Quitclaim Covenants*

### Parcel 1.

A certain parcel of land situated in Walpole and Norwood, being that parcel of land in Walpole, containing 2 acres 15,680 square feet, more or less, and also 3,000 square feet, more or less in Norwood, shown on a Plan of Land in Norwood and Walpole, Mass., Norwood Engineering Co., Arnold L. Schaier, C.E. Dec. 9, 1954, filed with Norfolk Registry of Deeds as Plan No. 902 of 1956, Book 3487, Page 496, being more particularly bounded and described according to said plan as follows:

SOUTHEASTERLY by Pleasant Street, in two distances, 53.12 feet, more or less, and 56.88 feet, more or less, respectively;

SOUTHWESTERLY by land of Patrick J. Reardon, 119.90 feet;

SOUTHEASTERLY by land of said Reardon, in two courses, 32.10 feet and 317.49 feet, respectively;

**PROPERTY ADDRESS:** Pleasant Street, East Walpole & Norwood, MA  
and 28 Maguire Park, East Walpole, MA

N O T N O T  
A N A N  
O F F I C I A L O F F I C I A L  
SOUTHWESTERLY by land of Costello, Verrochi, Costello and LaCivita, in two  
courses, 134.43 feet and 112.86 feet, respectively;

NORTHWESTERLY by land of Old Colony Railroad Co., in two distances, 443.96 feet  
and 73.53 feet, respectively;

NORTHEASTERLY by land of said Railroad, 7.05 feet;

NORTHEASTERLY by remaining land shown on the above-mentioned plan, in two  
distances, 141.45 feet and 12.89 feet, respectively; and,

NORTHEASTERLY by land shown as Robert U. & Olive M. Thomas, 100.00 feet.

**Parcel 2.**

The land in Walpole, known as East Walpole and situated northerly and westerly off  
Pleasant Street, East Walpole, bounded and described as follows:

Beginning at a corner of the granted premises and thence N. 41-00E on land of Joseph  
LaCivita, 267.05 feet to a stake on the fence at land of Walter S. Bagley; thence S. 42-53-  
30E on Walter S. Bagley's land, 54.39 feet to a stake situated 3.62 feet from a corner of a  
barn; thence S. 38-52W, 261.19 feet on land of heirs of Thomas Maguire to a stake;  
thence N. 49-14W, 63.80 feet to point of beginning, containing 15,615 square feet, more  
or less. With the right to travel over a piece of land 15 feet wide in common with  
adjoining owners.

Meaning and intending hereby to convey all of Lot 123-4 as shown on Plan D1 of the  
Assessor's Plans for the Town of Walpole on file in the Assessor's Office and also as  
received with the Norfolk Registry of Deeds.

Grantors hereby release all rights of homestead, if any, and state under the penalties of  
perjury that there are no persons entitled to any benefits of homestead.

For title for Parcel 1 see deed from Walter P. LaCivita to Susan LaCivita and Walter P.  
LaCivita, Co-Trustees of Pleasant Street Realty Trust u/d/t dated December 16, 2000,  
which deed was recorded on March 4, 2003 at Norfolk Deeds at Book 18356, Page 590.  
For title for Parcel 2 see deed recorded at Norfolk Deeds at Book 7341, Page 114 and  
the Estate of Walter P. LaCivita, Probate and Family Court, Norfolk Division Docket No.  
09P0716EP and The Walter P. LaCivita Revocable Trust. A copy of the death certificate  
for Walter P. LaCivita is recorded at Norfolk Deeds at Book 30128, Page 166.

[SIGNATURE PAGE TO FOLLOW]

NOT  
AN

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Executed as a sealed instrument this 31st day of July, 2018.  
OFFICIAL COPY OFFICIAL COPY

**PLEASANT STREET REALTY TRUST,  
ESTATE OF WALTER P. LaCIVITA, and  
THE WALTER P. LaCIVITA REVOCABLE TRUST**



Susan LaCivita, as Trustee and Co-Personal Representative



Philip P. LaCivita, as Trustee and Co-Personal Representative

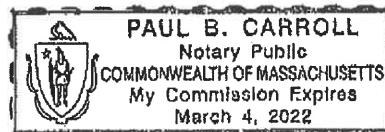
COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss

On this 31st day of July 2018, before me, the undersigned notary public, personally appeared the above-named **Susan LaCivita** and **Philip P. LaCivita**, as Trustees and Co-Personal Representatives, aforesaid, and proved to me through satisfactory evidence of identification, which were a Massachusetts Driver's Licenses to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.



Paul B. Carroll – Notary Public  
My commission expires: 3/4/22



## PURCHASE and SALE AGREEMENT

Agreement is made this 23rd day of August, 2021, by and between the below named parties as follows:

- PARTIES.** **McSharry Bros, Inc.**, a Massachusetts Corporation duly organized and existing under the laws of the Commonwealth of Massachusetts and having a principal office address of 7 Leah Drive, Rockland, MA 02370, hereinafter referred to as “SELLER,” agrees to SELL, and **NEPONSET VILLAGE, LLC**, a duly organized Limited Liability Company organized and existing under the laws of the Commonwealth of Massachusetts and having a principal office address of 4 First Street, Bridgewater, MA 02324, hereinafter referred to as “BUYER,” agrees to BUY, upon the terms and conditions herein set forth, the following described premises.
- DESCRIPTION OF PREMISES.** The land and any other remnants, along with any and all other improvements thereon, comprised of Walpole Assessors’ Parcel Identification Numbers: 20-54 and 20-63; and Norwood Assessor’s Parcel Identification Number: 10-2-2, together consisting of approximately 2.79 acres know as and numbered as Vacant Land Off Pleasant Street. The Premises are more particularly described as Parcel 1 and Parcel 2 in a Deed recorded at the Norfolk County Registry of Deeds Book 36191, 361. Note: the lots also have frontage on Arbor Court and Maguire Park in Walpole. Regardless of how otherwise bounded or described, the intent of the parties is that SELLER desires and agrees to sell, and BUYER desires and agrees to purchase, all of the land owned by SELLER on or off Pleasant Street in Walpole and Norwood, Norfolk County, Massachusetts, as of the date of this Agreement (the “Premises”).
- APPURTENANT RIGHTS.** Included in the sale as part of the Premises are all rights, privileges and easements appertaining to and benefiting the Premises, including, without limitation, gravel, rock, and other mineral rights, and any and all right, title and interest of SELLER in and to any adjacent parcels of land, streets, roadways, cart paths, and rights of way, as well as SELLER’s interest, if any, in and to licenses and permits relating to the Premises.

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4. **DEED; TITLE.** The Premises are to be conveyed by a good and sufficient quitclaim deed running to BUYER, or to the nominee designated by BUYER by written notice given to SELLER as hereinafter provided at least seven (7) days before the deed is to be delivered also as hereinafter provided. Said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except:
- (a) provisions of existing building, as applicable, and zoning laws;
  - (b) such real estate taxes for the then current fiscal year as are not yet 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, but any lien for such betterment assessments which SELLER had previously elected to pay in installments shall be paid in full at or prior to the time for performance by SELLER regardless of when the installments would otherwise be due;
  - (d) easements, restrictions and reservations of record, if any, provided such easements, restrictions and reservations of record do not prohibit the permitting and development of the Premises for low and moderate income, affordable housing (a so-called "40B" project). As used herein, the term "development" shall **not** include the issuance of individual lot building permits by the Town of Walpole.
5. **PLANS.** If said deed refers to one or more plans of land necessary to be recorded therewith, SELLER shall deliver such plan or plans with the deed, in form adequate for recording or registration.
6. **REGISTERED TITLE.** In addition to the foregoing, if the title to the Premises is registered, said deed shall be in form sufficient to entitle BUYER to a Certificate of Title for the Premises, and SELLER shall deliver with said deed all additional documents, if any, necessary to enable BUYER to obtain such Certificate of Title.
7. **PURCHASE PRICE.** The Premises shall be transferred for Nine Hundred Thousand and No/100 Dollars (\$900,000.00) contingent upon the BUYER receiving all permits to

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develop the Premises for 24 units of low and moderate income, affordable housing (the “40B project”).

8. **TIME FOR PERFORMANCE; DELIVERY OF DEED.** The SELLER hereby agrees to convey or cause to be conveyed good, clear record and marketable title by Quitclaim Deed to BUYER, and BUYER agrees to close title on the earlier of the following dates (the “Closing Date”): (a) twelve (12) months from the date of this Agreement, or (b) thirty days after the BUYER obtaining all permits necessary for the development of the 40B project as contemplated herein, all appeal periods having expired with no appeal taken. The closing shall be held at the office of BUYER’s counsel, Philip H. Macchi, Macchi & Macchi, LLC, 1256 Washington Street, Norwood, Massachusetts, at 10:00 a.m., unless the parties otherwise agree. Time is of the essence of this Agreement.

9. **OPTION TO EXTEND CLOSING DATE.** In addition, BUYER shall have the unilateral option and right, in his sole discretion, to extend the Closing Date for a maximum of four consecutive six-month extension periods. BUYER shall exercise his option to so extend for the first such six-month extension period by giving written notice to SELLER, in the manner hereinbelow specified, 15 days prior to the original Closing Date. BUYER’s right to further extend the Closing Date for the second six-month period may be exercised by giving SELLER written notice of his intention to so further extend at least 15 days prior to the expiration of the first six-month extension period. BUYER’s right to further extend the Closing Date for the third and fourth extension periods may be exercised in a similar manner. The “outside” Closing Date shall, therefore, be on the day and date which is three years from the date of this Agreement.

BUYER’s rights to so extend the Closing Date are further conditioned upon his continuing to use reasonably diligent efforts to complete any remaining due diligence investigations and to obtain all required permits and other approvals whether from federal, state or municipal boards or other authorities having jurisdiction.

10. **SELLER’S COOPERATION.** As soon as practicable, SELLER shall promptly provide to BUYER any and all survey, environmental, air-quality, physical, geotechnical, and

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topographical studies, reports, plans, or other pertinent information regarding the Premises, and compliance of the Premises with all applicable laws and regulations, in SELLER's possession, custody or control that SELLER has not already provided to BUYER (the "Property Information"). In addition, the parties shall endeavor to cause their respective Licensed Site Professionals (LSPs) to communicate and cooperate in the preparation of, at a minimum, a sketch plan of those portions of the Premises that they believe should reasonably be tested for the presence of hazardous wastes and other environmental contamination.

11. **CONTROL.** From the date of this Agreement through either: (a) the closing as set forth above or (b) the termination of this Agreement, SELLER hereby grants BUYER control over the Premises for the purposes of applying for a Comprehensive Permit as required by 760 CMR 56.04(c).
  
12. **PERMITS.** BUYER shall seek to obtain various permits, licenses, approvals, to develop the 40B project in accordance with Walpole Zoning Bylaw Section 6230, M.G.L. c. 40B § 20-23, 760 CMR 56, and any other applicable local, state, or federal bylaw, regulation, or statute. SELLER agrees to cooperate fully in this effort by executing, as the Owner, applications and documents that may be required in this process should an original signature be required notwithstanding the Consent and Limited Power of Attorney granted to BUYER attached hereto and incorporated by reference. Any and all costs associated with these efforts shall be borne by BUYER. Any desired applications for variances or special permits or any permits, licenses or approvals the denial of which would not allow reapplication for the same within a certain period of time shall be subject to SELLER's approval which shall not be unreasonably withheld, conditioned or delayed.
  
13. **RIGHT OF ENTRY; INSURANCE.** SELLER grants to BUYER, his employees, licensees, contractors, engineers, and other agents, rights of access and entry onto the Premises from time to time until the Closing Date but at BUYER's sole cost, expense, risk, and hazard and in such manner as BUYER may reasonably determine, and without any damage being imposed upon the Premises, for purposes of conducting surveys, soil

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sampling and tests, percolation tests, environmental testing, sub-soil borings, wetlands delineations, groundwater analyses, and other tests and studies in the course of performing BUYER's due diligence as to optimum development of the Premises. In general, SELLER understands and acknowledges that BUYER intends to conduct any and all such other research and investigation as BUYER deems necessary or desirable in order to determine all applicable regulatory requirements, and the economic and financial feasibility of the permitting and development of the Premises as contemplated. In consideration and as a condition of such grant of access and entry, BUYER hereby indemnifies SELLER against, of and from any and all damages caused by BUYER, his employees, licensees, contractors, engineers, and other agents in the course of conducting his due diligence on the Premises. In addition, BUYER shall procure, if necessary, one or more policies of liability insurance insuring SELLER against any such damages and shall provide one or more Certificates of Commercial General Liability Insurance in limits of at least One Million (\$1,000,000.00) Dollars for each occurrence and not less than Two Million (\$2,000,000.00) Dollars for general aggregate coverage naming SELLER as an additional insured and underwritten by one or more carriers reasonably satisfactory to SELLER. Furthermore, as soon as practicable after any significant excavation, BUYER shall restore the subsurface and surface of the Premises to substantially the same condition as they were in immediately prior to such excavation.

14. **CONDITIONS TO BUYER'S PERFORMANCE.** BUYER's obligations to perform under this Agreement are contingent upon and subject to satisfaction of each of the conditions set forth below in this Article 14 (the "Conditions"). The Conditions are as follows:

- (a) *Title.* Good, marketable and indefeasible fee simple title to the Premises, free and clear of all liens and other encumbrances, and subject only to such exceptions as may be approved by BUYER;
- (b) *Title Insurance.* BUYER's ability to obtain an owner's American Land Title Association Policy of Title Insurance issued by a title insurance company approved by BUYER in at least the amount of the Purchase Price, subject only to those exceptions as approved by BUYER;

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- (c) Zoning. The receipt of final un-appealable permits for a Comprehensive Permit under Walpole Zoning Bylaw Section Zoning Bylaw Section 6230, M.G.L. c. 40B §20-23, 760 CMR 56 and any other applicable governmental regulations affecting the Premises, whether federal, state or municipal, all of which are deemed satisfactory to BUYER for purposes developing the 40B Project;
- (d) Engineering and Environmental Tests. Satisfactory, in BUYER's sole and absolute discretion, environmental and engineering results for all tests and studies as BUYER deems reasonably necessary to conduct in connection with his evaluation of the Premises for BUYER's contemplated development. In the event that the presence of hazardous waste shall be revealed during the course of BUYER's due diligence, SELLER shall be responsible for any resulting and required environmental clean-up and remediation necessary to comply with all applicable hazardous waste laws, whether state or federal;
- (e) Plan of Areas to be Tested. The preparation of any sketch or other plan of those portions of the Premises that reasonably should be tested for environmental contamination as contemplated in accordance with the provisions of Article 12 above;
- (f) Endangered Species. BUYER shall also investigate in the course of his due diligence and be satisfied that no portion of the Premises serves as the habitat of any endangered, threatened or special concern plant or animal species native to Massachusetts, pursuant to the Massachusetts Endangered Species Act, or the Federal Endangered Species Act, or any regulations adopted under either of said Acts that would materially interfere with his contemplated development of the Premises;
- (g) Wetlands. BUYER shall also investigate during the course of his due diligence and be satisfied that no portion of the Premises is subject to any federal, state or municipal wetlands regulations, or lies within any flood hazard area, inland wetlands, or any water resource protection, flood plain or conservation overlay district that would materially interfere with his contemplated development of the Premises;

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- (h) Water Table Levels. The presence of suitable, in BUYER's sole and absolute discretion, water table levels;
- (i) MEPA. BUYER shall determine the applicability and effect, if any, of MEPA and NEPA laws and regulations upon his contemplated development of the Premises.

15. **POSSESSION AND CONDITION OF PREMISES.** Full possession of the 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 (a) in the same condition as they now are, reasonable use and wear thereof excepted, and (b) not in violation of any of said building and zoning laws, and (c) in compliance with the provisions of any instrument referred to in Article 4 hereof. BUYER shall be entitled to inspect the Premises prior to delivery of the deed in order to determine whether the condition thereof complies with the terms of this Article 15.

16. **EXTENSION OF CLOSING DATE TO PERFECT TITLE, ETC.** If 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 closing said Premises do not conform with the provisions hereof, then SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the Premises conform to the provisions hereof, as the case may be, in which event the Closing Date shall be extended for a period of not more than 30 days as determined by SELLER. If SELLER reasonably determines, and BUYER agrees, that more than 30 days will be required by SELLER in order to remove title defects, deliver possession, or make the Premises conform, then the Closing Date shall be extended for such further time as the parties may agree. BUYER agrees that reasonable efforts shall not require SELLER to expend more than Twenty Thousand and 00/100 (\$20,000) Dollars, inclusive of attorney's fees. In addition to the foregoing, SELLER shall have the affirmative obligation to pay or otherwise secure the discharge, or obtain the release, of: (i) any and all voluntary mortgages and other voluntary liens and encumbrances and/or real estate taxes existing as of the Closing Date, and (ii) any other municipal betterments which are liens existing as of the date of this Agreement.

17. **FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, ETC.** If, at the expiration of any such extended time, SELLER shall have failed so to remove any

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defects in title, deliver possession, or make the Premises conform, as the case may be, all as herein agreed, BUYER shall have the option, exercisable by written notice to SELLER at least ten business days prior to the scheduled Closing Date, to either (a) have all payments made hereunder forthwith refunded to BUYER, whereupon all other obligations of the parties hereto **shall** cease and this Agreement shall become null and void, and without recourse to the parties hereto, or (b) proceed with this Agreement and accept a deed to the Premises subject to any defects in title or any other failure to comply with the provisions of this Agreement, but subject to a reduction in the purchase price to be negotiated by the parties as a reasonable estimate of the cost to BUYER of removing such title defect or otherwise bringing the Premises into compliance with the provisions of this Agreement.

18. **BUYER'S ELECTION TO ACCEPT TITLE.** BUYER shall, in addition, have the election, at either the original or any extended time for performance, to accept such title as SELLER can deliver to the Premises in their then condition and to pay the remainder of the total purchase price without deduction and, in which case, SELLER shall convey such title.
19. **EFFECT OF ACCEPTANCE OF DEED.** The acceptance of a deed by 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.
20. **USE OF PURCHASE MONEY TO CLEAR TITLE.** At the closing, SELLER may, if SELLER so desires, use all or part of the purchase price to clear the title of any encumbrances or interests provided that all instruments necessary for this purpose are recorded by and at the expense of SELLER simultaneously with the deed or at such later time as shall be reasonably acceptable to BUYER and provided further, with respect to discharges of mortgages from insurance companies, banks, credit unions, and other institutional lenders, such discharges may be recorded within a reasonable time after the recording of the deed in accordance with local, customary conveyancing practices.

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21. **INSURANCE.** Until delivery of the deed, SELLER shall maintain general liability insurance in present amounts on the Premises, along with any other coverages it may have as of the date hereof or as may be placed upon the Premises at any time prior to the Closing Date.
22. **ADJUSTMENTS.** Real estate taxes for the then current fiscal year shall be apportioned as of the Closing Date, and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by BUYER at the time of delivery of the deed.
23. **ADJUSTMENT OF UNASSESSED AND UNABATED TAXES.** If the amount of said taxes is not known at the time of 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 otherwise agreed.
24. **NO BROKER.** BUYER and SELLER represent to each other that neither party has engaged or otherwise dealt with any broker, salesperson, finder, or any other intermediary in connection with this purchase of the Premises. BUYER and SELLER agree that each will hold harmless and indemnify the other from any loss, cost, damage, and expense, including reasonable attorney's fees, incurred by the other for a commission or finder's fee as a result of the falseness of these representations. The provisions of this Article 24 shall survive delivery of the deed.
25. **NOTICES.** All notices required or permitted to be given hereunder shall be in writing and deemed duly given when (a) mailed by registered or certified mail, return receipt requested, postage prepaid, (b) hand delivered, (c) sent by facsimile transmission with confirmation

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of transmission, (d) sent by overnight delivery service or (e) sent via e-mail with receipt confirmed by the receiving party, addressed:

If to SELLER to:      McSharry Bros, Inc.  
                                 Attn: Mark McSharry, President  
                                 7 Leah Drive  
                                 Rockland, MA 02370

if to BUYER to:      Neponset Village, LLC  
                                 Attn: Robert Lincoln, Manager  
                                 4 First Street  
                                 Bridgewater, MA 02324

with a copy to:      Philip H. Macchi, Esq.  
                                 Macchi & Macchi, LLC  
                                 1256 Washington Street  
                                 Norwood, MA 02062  
                                 pmacchi@macchi-law.com

26.      **SELLER'S OBLIGATIONS AND COVENANTS.**

- (a)      From the date of this Agreement to the Closing Date SELLER shall, at its sole cost and expense:
- (i)      maintain and operate the Premises in substantially the same condition and manner as the Premises are now maintained and operated by SELLER;
  - (ii)     execute and deliver to BUYER all written consents and authorizations as may be necessary, in the opinion of BUYER or his counsel, to make a search of the records of any federal, state, county, or municipal or other governmental or quasi-governmental department, agency or authority having jurisdiction over the Premises in order to verify any provision, covenant, agreement, condition, warranty, or representation made by SELLER in this Agreement or any information relating to the Premises; however, BUYER shall bear any and all expense of drafting or procuring all such written consents and authorizations for SELLER's signature;
  - (iii)    promptly deliver notice to BUYER of, and, if the same may adversely affect BUYER or the Premises, defend at SELLER's expense, all actions, suits,

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claims, and other proceedings affecting the Premises, or the use, possession or occupancy thereof;

- (iv) promptly deliver notice to BUYER of any actual or threatened condemnation of the Premises or any portion thereof;
- (v) maintain any and all permits or other governmental authorizations affecting the Premises in full force and effect;
- (vi) maintain any and all service contracts pertaining to the Premises in full force and effect; timely make all payments and observe and perform all obligations to be paid, observed or performed by SELLER thereunder, and promptly notify BUYER of any receipt or delivery of any notice (including any notice of default) thereunder;
- (vii) promptly make available to BUYER any and all relevant documents, in addition to the Property Information, relating to the Premises, and cooperate in all respects with BUYER in connection with (a) all due diligence investigations of the Premises; and (b) the consummation of the transactions set forth in this Agreement;
- (viii) promptly deliver to BUYER copies of any notices of violation of law or ordinances, orders, requirements, or regulations of any federal, state, county, municipal, or other governmental or quasi-governmental department, agency or authority relating to the Premises;
- (ix) undertake or commence any renovations or alterations at the Premises without the prior written consent of BUYER in each instance; or
- (x) issue any press release or other publicity of any kind whatever with respect to this Agreement or any of the transactions contemplated hereby, without the prior written consent of BUYER in each instance.

(b) From the date of this Agreement to the Closing Date SELLER shall not:

- (i) modify, amend, renew, extend, terminate, or otherwise alter any existing service contracts nor enter into any new maintenance service contracts or any other agreements affecting the Premises, without the prior written consent of BUYER in each instance; or

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- (ii) enter into any new lease, license, permit, franchise, concession, or occupancy agreement without the prior written consent of BUYER in each instance;
- (iii) undertake or commence any renovations or alterations at the Premises without the prior written consent of BUYER in each instance; or
- (iv) issue any press release or other publicity of any kind whatever with respect to this Agreement or any of the transactions contemplated hereby, without the prior written consent of BUYER in each instance.

27. **SELLER'S WARRANTIES AND REPRESENTATIONS; INDEMNIFICATION.**

(a) SELLER represents and warrants, to the best of its knowledge, information and belief, as follows:

- (i) SELLER has full right, power and authority to enter into and become bound by this Agreement and to consummate the transactions contemplated hereby; that any person executing this Agreement on behalf of and in the name of SELLER has been duly authorized by all necessary action and has full right, power and authority to execute and deliver this Agreement on behalf of SELLER;
- (ii) (a) the Premises are not in violation in any respect of the following (herein collectively called the "Environmental Laws"): Massachusetts General Laws Chapter 21E ("c.21E"); the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. s.6901, et seq., as amended; the Solid Waste Disposal Act; the Comprehensive Environmental Response, Compensation and Reauthorization Act of 1986 ("CERCLA"), 42 U.S.C. s.9601, et seq.; and any other federal, state or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous substance, hazardous waste, hazardous materials, oil, asbestos, and the group of organic compounds known as polychlorinated biphenyls ("PCBs") (collectively "hazardous substances"); (b) there are no unrecorded liens on or affecting the Premises imposed by any Environmental Laws; (c) there is no actual, asserted or

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threatened liability or obligation of SELLER related to the Premises under any Environmental Laws; and (d) there are no hazardous substances on the Premises;

- (iii) the Premises and their present uses are not in violation in any respect of application zoning, building and subdivision laws and regulations;
- (iv) SELLER is not aware of any unresolved litigation or pending or ongoing regulatory hearings or actions which could affect the Premises, and SELLER agrees to keep BUYER informed, by notice given pursuant to this Agreement, of any such contemplated or threatened litigation, hearings or actions;
- (v) SELLER has no knowledge of any unrecorded or undisclosed legal or equitable interest in the Property owned or claimed by any party other than SELLER.

It shall be a further condition of BUYER'S obligation to perform under this Agreement that all warranties and representations made by SELLER hereunder shall be true (subject to exceptions thereto approved by BUYER in writing, such approval to be in BUYER'S sole discretion) as of the Closing Date.

- (b) If BUYER pays the agreed purchase price to SELLER and records a deed to the Premises, SELLER shall indemnify and hold BUYER harmless from and against, and shall reimburse BUYER with respect to, any and all claims, demands, causes of action, loss, damage, liabilities, costs, and expenses (including reasonable attorney's fees and court costs) asserted against and incurred by BUYER by reason of or arising out of a breach of any representation or warranty of SELLER as set forth in this Article 27.

28. **SURVIVAL OF SELLER'S WARRANTIES AND REPRESENTATIONS.** The acceptance of a deed by BUYER or BUYER'S nominee, as the case may be, shall be deemed to be a full performance and discharge of every covenant and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed, and except for the warranties and representations set forth in Article 27(a) which (a) shall be deemed material to this Agreement, (b) shall survive the delivery of the deed

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hereunder for the periods set forth below beside each sub-Article and (c) shall be effective despite any inspection by BUYER, and BUYER shall have the full right to rely on them in purchasing the Premises. SELLER acknowledges that BUYER believes that said representations and warranties are true and is relying on them, and that, but for said belief and reliance, BUYER would not have entered into this Agreement. BUYER shall have the following time periods after the date of the recording of a deed of the Premises to BUYER to bring any action to enforce a violation or breach of any of SELLER'S warranties or representations contained in this Agreement and, after such enforcement periods lapse, the warranties and representations and BUYER'S rights with respect thereto shall be terminated and rendered null and void:

27.(a)(i)		60 days
27.(a)(ii)(a)	-	120 days
27.(a)(ii)(b)	-	120 days
27.(a)(ii)(c)	-	120 days
27.(a)(ii)(d)	-	90 days

29. **ALTERNATIVE DISPUTE RESOLUTION.** If a dispute under this Agreement arises, the parties shall first attempt to directly resolve such dispute between themselves and their respective counsel but, if such attempt at direct resolution is unsuccessful, they shall participate in at least two (2) hours of mediation to be facilitated by a mediator affiliated with MCA Dispute Resolution or by a mediator mutually acceptable to them and under the mediation procedures set by such mediator. If SELLER and BUYER cannot agree on the same mediator, each shall designate a mediator and the two so designated shall choose a third mediator to conduct the session. Such choice shall be binding on both parties. The mediation session shall be conducted within thirty (30) days of the date on which the mediator receives the request to mediate. SELLER and BUYER further agree that the costs of such mediation shall be shared equally by them unless they define other agreeable terms between them. If, however, they do not resolve their dispute through direct negotiation or mediation, then they shall be entitled to proceed to litigation or, if agreed between them, other dispute resolution procedures. SELLER and BUYER understand and agree that any

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mediation pursuant to this Article shall not be binding upon either party and shall not be admissible in any subsequent litigation.

30. **TITLE DEFECTS; WAIVER.** SELLER'S title to the Premises shall be deemed to meet the requirements of Article 4 hereof for all purposes unless on or before that date which is 60 days after the date of this Agreement written notice of a claimed defect therein is given to SELLER and SELLER'S attorney as provided herein. Such notice shall specify any defects claimed in SELLER'S title, and BUYER shall have rights with respect to defects in SELLER'S title only in respect to (a) defects in title existing as of the date of such notice, which have been claimed in such notice and (b) defects in title arising after the date of such notice. BUYER shall take the Premises subject to any defects in title existing as of the date of such notice, which have not been claimed in such notice.
31. **LEGAL ADVICE.** BUYER and SELLER mutually acknowledge that they have each been advised of the importance of seeking legal advice prior to signing this Agreement, and they further acknowledge that each has been afforded the opportunity to confer with counsel prior to signing this Agreement.
32. **PRIOR AGREEMENTS.** Upon the execution and delivery of this Agreement, all previous agreements between BUYER and SELLER in connection with the Premises, shall be void and without recourse to the parties thereto and hereto, it being the intention of the parties that the terms and conditions of this Agreement shall fully and completely supersede all of the terms and conditions of any other previous agreement.
33. **RECORDING AGREEMENT.** If BUYER records or files this Agreement or a copy, notice or memorandum hereof, with any Registry of Deeds or Registry District of the Land Court, then, at SELLER'S sole option, BUYER shall be deemed in default hereunder; SELLER shall immediately after such recording or filing be entitled to exercise all of SELLER'S rights and remedies upon BUYER'S default as provided herein; and all other obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto.

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34. **PRIOR COMMUNICATIONS.** It is understood and agreed that (i) all contemporaneous or prior representations, statements, understandings, and agreements, oral or written, between the parties have been merged in this Agreement, which alone fully and completely expresses the agreement of the parties, and (ii) that this Agreement is entered into after full investigation, with neither party having relied on any statement or representation made by the other which is not embodied in this Agreement.
35. **EXTENSION AUTHORITY.** In order to facilitate the execution of such documents extending the time for performance of any event or of any notice that may be given under this Agreement, each of the undersigned hereby authorizes that party's respective attorney to assent to and execute on that party's behalf, any such agreements extending the time for performance of any event or of any notice that may be given under this Agreement.
36. **TAKING.** In the event of a complete or partial taking by eminent domain of the Premises, BUYER shall have the election to accept a deed to the Premises complying with Article 4 and without any reduction in the purchase price, plus an assignment of SELLER'S right to damages from such eminent domain taking.
37. **ADDITIONAL CLOSING CONDITIONS.** The following shall be further conditions to BUYER'S obligation to perform hereunder, which conditions BUYER shall be free to waive in his sole discretion:
- (a) On the Closing Date, SELLER shall not be in default in the performance of any covenant or agreement to be performed by SELLER under this Agreement;
  - (b) On the Closing Date, all representations and warranties made by SELLER contained in Article 27 of this Agreement shall continue and be true and correct in all material respects; and
  - (c) On the Closing Date, the Premises shall be free and clear of any tenants and occupants.
38. **ASSIGNABILITY.** BUYER shall be free to assign his rights hereunder to, without

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limitation, a nominee realty trust; a domestic or foreign limited liability company or limited partnership; or a general partnership, provided, in each instance, a majority voting control and ownership interest is retained by BUYER individually.

39. **SATURDAY, SUNDAY OR HOLIDAYS/EXTENSIONS.** If the time period by which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed or by which the closing must be held, expires on a Saturday, Sunday, federal or legal bank holiday in the state where the Premises are located, then such time period shall be automatically extended to the close of business on the next succeeding business day.
40. **LIQUIDATED DAMAGES FOR BUYER'S DEFAULT.** If BUYER shall fail to fulfill BUYER's obligations and agreements herein, all deposits made hereunder shall be retained by SELLER as complete damages and shall be SELLER's sole remedy and recourse in law or at equity, SELLER and BUYER hereby agreeing that the deposit hereunder is a reasonable forecast of SELLER's losses that would result if BUYER were to breach this Agreement, which losses could result from SELLER's inability to resell the Premises for the same agreed purchase price due to any number of presently undeterminable factors.
41. **REAL ESTATE BAR ASSOCIATION STANDARDS.** Any matter or practice arising under or relating to this Agreement which is the subject of a title standard or a practice standard of the Real Estate Bar Association at the time for delivery of the deed shall be covered by said title standard or practice standard to the extent applicable.
42. **NO OTHER AGREEMENTS.** SELLER hereby represents, warrants and covenants that the Premises are not and will not be the subject of any outstanding agreements with any party pursuant to which any such party may acquire any interest herein, and that there are no contracts or agreements to which SELLER is a party, including any tenancy or occupancy agreements, which affect the Premises and which will survive the closing.

In Witness Whereof, BUYER has executed this Agreement, consisting of 18 pages, 42

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numbered Articles, and the attached Consent and Limited Power of Attorney, and SELLER has caused it to be executed, sealed with the corporate seal, and delivered in its name and on its behalf by its undersigned officer, hereunto duly authorized, on the day and date first above-written.

**SELLER: McSharry Bros, Inc.**

AuthentisIGN

*Mark McSharry, President*

08/23/2021

8/23/2021 1:28:03 PM EDT

**By: Mark McSharry, President, duly authorized**

**BUYER: NEPONSET VILLAGE, LLC**

AuthentisIGN

*Robert Lincoln, Manager*

08/23/2021

8/23/2021 3:30:35 PM EDT

**By: Robert Lincoln, Manager, duly authorized**

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