

**AGENDA**  
**Lakeville Select Board and acting as the**  
**Wage & Personnel Board as needed**  
**Remote Location Meeting**  
**April 11, 2022 – 6:30 PM**

**PLEASE ASK IF ANYONE IS RECORDING THE MEETING**  
**AND ANNOUNCE CABLE TAPING (IF PRESENT)**

In accordance with provisions allowed by Chapter 20 of the Acts of 2021, the April 11, 2022 public meeting of the Lakeville Select Board will be held remotely. **However, to view this meeting in progress, please go to [facebook.com/lakecam](https://www.facebook.com/lakecam) (you do not need a Facebook account to view the meeting). This meeting will be recorded and available to be viewed at a later date at <http://www.lakecam.tv/>**

1. Reorganization of the Select Board
2. Select Board Announcements
3. Town Administrator Announcements
4. 6:45 PM Meet with Fire Chief to introduce newly hired Fire Department Personnel
5. Review and vote to approve Warrant Articles for Special Town Meeting and vote to approve Final Warrant for Special Town Meeting – May 16, 2022
6. Review and vote to approve Warrant Articles for Annual Town Meeting and vote to approve Final Warrant for Annual Town Meeting – May 16, 2022
7. Discuss the process for exercising the Town's Right of First Refusal regarding Lakeville Country Club Chapter 61A and B removal
8. Discuss 9 Harding Street electronic billboard proposal
9. Discuss and possible vote on new job descriptions for Health Agent (Non Union), Treasurer/Collector Clerk and Assistant Facilities Manager
10. Discuss and possible vote on FY23 Wage Scale
11. Discuss and possible vote on Memoranda of Agreement – Firefighters, Police and Laborers' Unions
12. Discuss memo received from the Town Clerk regarding Park Commission Election Results
13. Discuss and possible vote to approve Sunken Island Triathlon – July 10, 2022
14. Discuss and possible vote on request from Open Space Committee to appoint Joan Morton to the Open Space Committee
15. Review and possible vote to accept letter of resignation from Donna Wabrek from Open Space Committee

16. Review and possible vote to accept letter of resignation from Nora Cline from the Zoning Board of Appeals
17. Review and possible vote to approve Select Board Meeting Minutes of March 21, 2022
18. New Business
19. Old Business
20. Any other business that can properly come before the Select Board

**Please be aware that this agenda is subject to change. If other issues requiring immediate attention of the Lakeville Select Board arise after the posting of this agenda, they may be addressed at this meeting.**

**AGENDA ITEM # 1  
APRIL 11, 2022**

**REORGANIZATION SELECT BOARD**

The following positions are the ones typically voted on for reorganization:

Position	Expires	Current Person
Chairman		Lia
Vice Chairman		Rich
Director of Veterans Services		Lia
Representative- Plymouth County Advisory Board		Lia
Parking Clerk		Lorraine

The following are the current designated point persons:

Budget FY23		Rich
School Department Liaison		Rich
COA Liaison		Lia
Department Head Meeting Liaison		Lia
Park Commission Liaison		Lia
Regional Finance Committee		Rich
Union Negotiations		Rich

These are the other positions/boards that the Selectmen are appointed to for the Board's consideration. **As they have expiration dates of July 31, 2022, you can wait and do these with the rest of the Annual Reappointments or do them tonight.**

Capital Expenditures Committee		Rich
Economic Development Committee		Lorraine
Emergency Planning Committee		Lorraine
Energy Advisory Committee		Lorraine
Middleboro G&E Commission Ad Hoc Member		Lorraine
DEP Subcommittee: Pond Level & Dam Management		Lia
Rent Control Board		Entire Board

**AGENDA ITEM #2  
APRIL 11, 2022**

**SELECT BOARD ANNOUNCEMENTS**

The Lakeville Lions are holding an Easter Egg Hunt on Saturday, April 16, 2022 at 11:00 AM sharp. The event will take place at the Lions Clubhouse at 170 Main Street, Lakeville, MA. The event is open to children 9 years and younger; please bring your Easter Basket. There will also be an opportunity to take pictures with the Easter Bunny.

Apponequet Boosters will be holding a fundraising Spring Flower Sale at the Town House located at 2 Precinct Street on April 15 and 16<sup>th</sup> from 8 AM to 4 PM.

**AGENDA ITEM #3  
APRIL 11, 2022**

**TOWN ADMINISTRATOR ANNOUNCEMENTS**

**AGENDA ITEM #4  
APRIL 11, 2022**

**MEET WITH FIRE CHIEF TO INTRODUCE NEWLY HIRED  
FIRE DEPARTMENT PERSONNEL**

The Fire Chief would like to introduce the following new hired personnel:

Richard "Dick" Velez  
Ryan Rebello  
Craig DeCosta  
Nicole Bostic  
Tyler LeTourneau

## Tracie Craig-McGee

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**From:** Michael P. O'Brien, Fire Chief  
**Sent:** Monday, April 4, 2022 4:03 PM  
**To:** Tracie Craig-McGee  
**Subject:** RE: New personnel

Tracie,

Here is the list. Would you like me to attach resumes?

1. Richard "Dick" Velez
2. Ryan Rebello
3. Craig DeCosta
4. Nicole Bostic
5. Tyler LeTourneau

Thank you!!!

**Michael P. O'Brien**

**FIRE CHIEF**  
**LAKEVILLE FIRE DEPARTMENT**

**From:** Tracie Craig-McGee  
**Sent:** Monday, April 4, 2022 11:49 AM  
**To:** Michael P. O'Brien, Fire Chief <mobrien@lakevillema.org>  
**Subject:** New personnel

Hi Mike,

Could you send me an email with the names of the new hires you will be introducing to the Board. Thanks!

*Tracie Craig-McGee*  
*Executive Assistant - Select Board*  
*& Town Administrator*  
*Town of Lakeville*  
*346 Bedford Street*  
*Lakeville, MA 02347*  
*508 946-8803*

**AGENDA ITEM #5  
APRIL 11, 2022**

**REVIEW AND VOTE TO APPROVE WARRANT ARTICLES  
FOR SPECIAL TOWN MEETING AND VOTE TO APPROVE  
FINAL WARRANT FOR SPECIAL TOWN MEETING –  
MAY 16, 2022**

Attached is the proposed warrant for the Special Town Meeting on May 16, 2022.

The Board needs to vote to approve and place the articles on the Special Town Meeting Warrant. This is the time that the warrant articles are read into the record.

Typically there are 2 separate motions:

To approve and place Articles 1-3 on the Warrant for the May 16, 2022 Special Town Meeting as presented.

To approve the final warrant for the May 16, 2022 Special Town Meeting.



COMMONWEALTH OF MASSACHUSETTS

Town of Lakeville

Special Town Meeting

Monday, May 16, 2022

To any of the Constables of the TOWN OF LAKEVILLE,

Greetings:

In the name of the Commonwealth, you are hereby required to notify and warn the inhabitants of said Town who are qualified to vote in Town affairs to meet in the

**APPONEQUET REGIONAL HIGH SCHOOL GYMNASIUM  
100 HOWLAND ROAD, LAKEVILLE, MA**

On Monday, May 16, 2022, at 6:30 PM, then and there to act on the following articles:

**ARTICLE 1:** To see if the Town will vote to transfer the sum of \$3,639.28 from Free Cash for the following unpaid bills from prior fiscal years; or take any other action in relation thereto.

Unpaid Bill No.	Department	Vendor	Amount	Purpose
1	Fire	Zoll Medical Corporation	3,639.28	Medical Supplies
	<b>Total</b>		<b>\$3,639.28</b>	

Proposed by the Select Board

**ARTICLE 2:** To see if the Town will vote to transfer the sum of \$100,000.00 from Free Cash to supplement the appropriations stated below that were previously voted in Article 1 of the May 10, 2021 Annual Town Meeting for the Fiscal Year beginning July 1, 2021 for various Town Departments; or take any other action in relation thereto.

Line No.	Department	Budget Line Item	Amount	Purpose
50	Snow & Ice	Wages	\$10,000.00	Winter 2022 costs
51	Snow & Ice	Expenses	\$90,000.00	Winter 2022 costs

Proposed by the Select Board

**ARTICLE 3:** To see if the Town will vote to transfer from the unused balances of the capital projects identified below the sum of \$96,200.00 for the capital projects stated below and anything incidental or related thereto, including but not limited to the purchase and installation of furniture, equipment and supplies; or take any other action in relation thereto.

*Unused Capital Projects balances (to close/transfer):*

<b>Department</b>	<b>Project/Purpose</b>	<b>Town Meeting</b>	<b>Amount</b>
Select Board	Financial Software	ATM 06/2016, Art 26	\$1,412.50
Fire	Ambulance replacement	ATM 06/2017, Art 1	137.02
Fire	Turnout Gear	ATM 06/2018, Art 5	1,284.73
Facilities	Generator/Senior Center	ATM 06/2018, Art 5	6,411.35
Town Clerk	Database Software	ATM 06/2019, Art 5	6,077.50
Police	Cruisers replacement	ATM 06/2019, Art 5	1,806.76
Facilities	Generator/Town Offices	ATM 06/2020, Art 4	25,939.61
Public Works	Air Scrubber	ATM 06/2020, Art 4	2,410.00
Police	Cruisers replacement	ATM 06/2020, Art 4	0.01
Fire	Pickup Truck	STM 11/2020, Art 3	92.20
Fire	Radios replacement	STM 11/2020, Art 3	47,740.54
Public Works	Mower replacement	STM 11/2020, Art 3	2,450.47
Public Works	ZTrak Mower w/Equip	ATM 05/2021, Art 4	437.31
		<b>TOTAL</b> (close/transfer)	<b>\$96,200.00</b>

*And Transfer the Unused Funds to the Following FY2022 Capital Projects:*

<b>Line</b>	<b>Department</b>	<b>Item</b>	<b>Amount</b>
<b>1</b>	<b>Fire</b>	Command Vehicle replacement	\$65,000.00
<b>2</b>	<b>Public Works</b>	Tow Behind Air Compressor	30,000.00
<b>3</b>	<b>Public Works</b>	Used Cab & Chassis w/Equip (supplement ATM 05/22, Art 7)	1,200.00
		<b>TOTAL</b>	<b>\$96,200.00</b>

Proposed by the Select Board

You are directed to serve this warrant by posting an attested copy hereof fourteen days at least before the day appointed for a Special Town Meeting and seven days at least before the day appointed for the Annual Town Meeting at the following places: Town Office Building, Baldie's Pizzeria, Fat Cousins, the Clark Shores Association Bulletin Board, Apponequet Regional High School, Lakeville Senior Center, and Assawompset Elementary School.

Hereof fail not and make return of this warrant with your doings hereon at the time and place of said meeting.

Given under our hands this 11<sup>th</sup> day of April, 2022.

\_\_\_\_\_  
Evagelia Fabian, Chair

A true copy, Attest:

\_\_\_\_\_  
Richard LaCamera

\_\_\_\_\_  
Constable  
Lakeville, MA April 2022

\_\_\_\_\_  
Lorraine Carboni

**LAKEVILLE SELECT BOARD**

**AGENDA ITEM #6  
APRIL 11, 2022**

**REVIEW AND VOTE TO APPROVE WARRANT ARTICLES  
FOR ANNUAL TOWN MEETING AND VOTE TO APPROVE  
FINAL WARRANT FOR ANNUAL TOWN MEETING –  
MAY 16, 2022**

Attached is the proposed warrant for the Annual Town Meeting on May 16, 2022.

PLEASE NOTE: As of the time of copying, we did not have the final reviewed zoning articles back from Town Counsel. Town Counsel has noted that the Board can decide whether it wants to include the zoning articles, and if it does, vote to accept them subject to review and revisions as to legal form by Town Counsel.

The Board needs to vote to approve and place the articles on the Annual Town Meeting Warrant. This is the time that the warrant articles are read into the record.

Typically there are 2 separate motions:

To approve and place Articles 1-10 on the Warrant for the May 16, 2022 Annual Town Meeting as presented.

To approve the final warrant for the May 16, 2022 Annual Town Meeting.

COMMONWEALTH OF MASSACHUSETTS  
Town of Lakeville  
Annual Town Meeting  
Monday, May 16, 2022

To any of the Constables of the **TOWN OF LAKEVILLE**,

Greetings:

In the name of the Commonwealth, you are hereby required to notify and warn the inhabitants of said Town who are qualified to vote in Town affairs to meet in the

**APPONEQUET REGIONAL HIGH SCHOOL GYMNASIUM  
100 HOWLAND ROAD, LAKEVILLE, MA**

On Monday, May 16, 2022 at 7:00 PM, then and there to act on the following articles:

**ARTICLE 1:** To see if the Town will vote to determine the salaries of all elected officers and to raise and appropriate and/or transfer from available funds such sums of money as may be necessary to defray Town expenses for the fiscal period July 1, 2022 to June 30, 2023 inclusive, said sums to be allocated in accordance with the budget document to be presented at Town Meeting, and to make appropriation, or take any other action relative thereto.

Proposed by Select Board

**ARTICLE 2:** To see if the Town will vote to raise and appropriate and/or transfer from available funds such sums of money as may be necessary to operate the Park Department for the fiscal period July 1, 2022 to June 30, 2023, inclusive, and to make appropriation, or take any other action relative thereto.

Proposed by Select Board

**ARTICLE 3:** To see if the Town will vote to raise and appropriate and/or transfer from available funds such sums of money as may be necessary to operate the Landfill/Transfer Station for the fiscal period July 1, 2022 to June 30, 2023, inclusive, and to make appropriation, or take any other action relative thereto.

Proposed by Select Board

**ARTICLE 4:** To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide a sum of money for capital improvements and equipment and all costs incidental or related thereto, and to authorize Town Officials to take such action and execute all documents as may be necessary to effectuate the purposes of this vote, or take any action relative thereto.

<b>Line</b>	<b>Department</b>	<b>Item</b>	<b>Amount</b>	<b>Funding Source</b>
<b>1</b>	<b>Technology</b>	Technology System Improvements	\$75,000.00	Free Cash
<b>2</b>	<b>Police</b>	Cruiser replacements	100,000.00	Free Cash
<b>3</b>	<b>Fire</b>	Ladder Truck	1,400,000.00	Lease-Purchase (MGL Ch 44, S21C)
<b>4</b>	<b>Highway</b>	Roadway Improvements	375,000.00	Free Cash
<b>5</b>	<b>Highway</b>	Front End Loader w/Equipment	215,000.00	Free Cash
<b>6</b>	<b>Transfer Station</b>	Crackseal & Sealcoat Parking Lot	25,000.00	Solid Waste Retained Earnings
<b>7</b>	<b>Council on Aging</b>	Preliminary Design – Senior Center Addition	40,000.00	LeBaron Mitigation
<b>8</b>	<b>Parks</b>	Jon Paun Park Building Demolition	50,000.00	Free Cash
<b>9</b>	<b>Parks</b>	Replace Clear Pond Park Guard Shack	25,000.00	Park Retained Earnings
		<b>TOTAL</b>	<b>\$2,305,000.00</b>	

Proposed by Select Board

**ARTICLE 5:** To see if the Town will vote to raise and appropriate and/or transfer from available funds, a sum of money for the purpose of adding to the Stabilization Fund pursuant to the provisions of M.G.L. Chapter 40, Section 5B, or take any action relative thereto.

Proposed by Select Board

**ARTICLE 6:** To see if the Town will vote to raise and appropriate and/or transfer from available funds, a sum of money for the purpose of adding to the Other Post Employment Benefits Trust (OPEB), or take any action relative thereto.

Proposed by Select Board

**ARTICLE 7:** To see if the Town will vote to amend the Town of Lakeville Zoning By-Laws, Section 7.4.6 Specific uses by Special Permit, by **DELETING** the requirement that Auto or Boat Sales, Rentals, or Service receive a Special Permit in the Industrial District and **ADDING** the requirement that they receive a Special Permit in the Business District, or take any other action relative thereto.

Proposed by Planning Board

**ARTICLE 8:** To see if the Town will vote to amend the Town of Lakeville Zoning By-Laws by **DELETING** the existing Section 6.7 Site Plan Review and **REPLACE** it with the following new Section:

## **6.7 SITE PLAN REVIEW**

### **6.7.1 Purpose**

The Purpose of this By-Law is to protect the public health, safety and welfare; to promote balanced growth; to protect property values; and to encourage development by providing the public and the Town with an opportunity to review and comment.

Site plan review is to ensure that the design and layout of certain developments permitted as of right or by Special Permit will constitute suitable development and will not result in a detriment to the neighborhood or the environment. It is to ensure the protection of adjacent areas against detrimental or offensive uses on the site by provision of adequate surface water drainage, buffers against light, sight, sound, dust and vibration, and preservation of light and air.

**6.7.2 Authority:** The Planning Board shall hear and decide all applications for site plan review in accordance with the provisions of this Section 6.7

**6.7.3 Applicability:**

Site Plan Review applies to the following:

- 1) New construction of a business or industrial structure;
- 2) An addition to an existing business or industrial structure resulting in a floor area of over 1,500 square feet in the aggregate or a disturbance in lot coverage of over 1,500 square feet;
- 3) A change in occupancy of an existing business or industrial structure which increases the previously approved occupant load by 10%; and/or
- 4) A change in use of an existing structure to a business or industrial use
- 5) New multifamily building construction of three (3) or more units
- 6) New construction, modification, or addition to any residential structure which will disturb more than 43,560 square feet of ground.

**6.7.4 Submittal Requirements**

- 1) locus plan;
- 2) location of structures within 200 feet of property lines;
- 3) existing and proposed buildings, showing setbacks from property lines;
- 4) floor plans, building elevations, siding types, roof materials, and colors
- 5) parking areas, driveways, and facilities for pedestrian movement including parking calculations based on current regulations;
- 6) utilities and lighting;
- 7) landscaping, including trees to be removed and retained;
- 8) loading areas, service areas, and refuse removal locations;
- 9) drainage system design; drainage calculations and verification of soil types;
- 10) existing and projected traffic volumes from the site and effect on the local road network;
- 11) existing and proposed contour elevations in five (5) foot increments;
- 12) location of well or public drinking water supply;
- 13) location of septic system or sewer connection;
- 14) location of wetlands approved by the Conservation Commission;
- 15) proposed and existing design and location of signs;
- 16) all information should pertain to existing and proposed;
- 17) Sediment and Erosion Control Plan detailing the location, installation and maintenance of sediment and erosion controls during and after construction. The Plan shall adhere to the



standards and specifications found in the Massachusetts Erosion and Sediment Control Guidelines dated March 1997 as amended;

18) other plans, studies, or reports requested by the Planning Board that may be necessary to determine compliance with the provisions of this By-Law.

### **6.7.5. Review Procedure**

**6.7.5.1 Application:** Applicants for a building permit subject to Section 6.7.3 shall submit an application, direct abutters list, fees, and fourteen (14) copies of a site plan and an electronic copy as described herein to the Town Clerk for Planning Board approval. The Planning Department shall distribute the plans and application to the following departments for review and comment:

- Police Department
- Fire Department
- Board of Health
- Conservation Commission
  - DPW Director
- Building Department
  - Select Board

**6.7.5.2 Hearings:** The Planning Board shall give notice of a Public Hearing by publication of a notice in a newspaper of general circulation and by posting a notice at Town Hall at least seven (7) days before the hearing. Notice shall also be sent to all abutters at least seven (7) days prior to the hearing date. The Public Hearing shall be posted no later than twenty-one (21) days after the receipt of a complete application. At the request of the applicant, these time periods may be extended.

**6.7.5.3 Consultants:** The Planning Board may require that any plans, reports, or studies be reviewed by outside consultants at the applicant's expense.

### **6.7.6 Performance Standards**

**6.7.6.1. Purpose.** The following performance standards have been adopted in order to control the size, scale, and impacts of nonresidential or multifamily developments. The Planning Board shall ensure that such standards are met during the review of any Planning Board special permit application or site plan review application.

**6.7.6.2. Preservation of landscape.** The landscape shall be preserved in its natural state insofar as practicable by minimizing any grade changes and vegetation and soil removal.

**6.7.6.3. Off-street parking and loading.** The plan shall comply with Section 6.5 of these bylaws. Unless otherwise allowed by the Planning Board, construction materials and standards not specified within Section 6.5 shall be consistent with those found within the Lakeville Subdivision Regulations. Provisions shall be made to accommodate areas for snow storage.

**6.7.6.4. Circulation.** Driveways and internal circulation shall be safe, adequate and convenient for automotive as well as pedestrian and bicycle traffic. Sidewalks and parking lots shall meet Massachusetts Architectural Access Board Regulations and the American with Disabilities Act Design Standards. Site distances, driveway widths, grade, location, drainage, signage, islands, and other control structures, curb radii and intersection angles shall all be provided for review. The Planning Board reserves the right to require certain driveways to meet or exceed the road standards found in the Lakeville Subdivision Regulations.

**6.7.6.5. Site access.** The Planning Board shall evaluate the safety of motorists, bicyclists, and pedestrians utilizing the site and the roadways leading into the site. To ensure the public's safety, the Planning Board may require sidewalks or pedestrian paths within and between developments. The Planning Board may also require the connection of adjacent properties via the use of common drives.

**6.7.6.6. Architectural requirements.** Consideration shall be given to ensure that buildings are appropriate in scale, massing, height, roofline, and building materials to ensure that the architecture shall be in harmony with the surrounding neighborhood and the Town. Rooftop mechanical installation shall be hidden from view from the street or abutting properties. See Section 6.7.7 for specific standards.

**6.7.6.7. Screening, buffers and landscaping requirements.** The plan shall comply with Sections 5.2.4 or 5.2.5 of these bylaws. Plants should be indigenous to the area or be able to survive New England winters. Salt-tolerant varieties shall be planted along roadways and parking areas.

**6.7.6.8. Lighting.** Lighting shall be designed to enhance public safety and provide for adequate and appropriate outdoor lighting. The design shall not produce unwanted glare, light trespass on abutting properties or an over illumination of the site. Lighting shall be full cut off fixtures, dark sky compliant except for sign lighting.

**6.7.6.9. Service areas.** Service areas and delivery locations shall be located so that delivery vehicles are parked outside the street right-of-way or in on-site driveways. The Board shall ensure that these areas do not impede on-site vehicular circulation. 2. The Board may require that specific areas adjacent to buildings or areas of the businesses operations be specifically reserved for loading or delivery operations. These areas can not be counted for parking or utilized for access aisles. 3. All service areas, dumpster and trash receptacle locations, and other

similar uses shall be screened from the street and from public view. They may be screened through a variety of materials such as walls, fences, plantings or a combination of these materials.

**6.7.6.10. Utility service.** All utility service transmission systems, including but not limited to water, sewer, natural gas, electrical, cable and telephone lines, shall, whenever practicable, be placed underground.

**6.7.6.11. Drainage.** 1. All efforts shall be made to design the drainage system to utilize low-impact development (LID) methods. Developments not incorporating any LID design elements shall prove to the Board that the use of these drainage systems is not feasible for the project due to unique site characteristics or its location. 2. Detailed drainage design and computations shall be provided in conformance with the Department of Environmental Protection, Massachusetts Stormwater Handbook (latest edition). Closed drainage systems shall be designed for a 25-year storm event. Culverts, detention basins, and infiltration systems shall be designed for 100-year events. 3. Post-development drainage rates shall not exceed pre-development levels. Within the Water Resource Protection District, special attention shall be made to ensure water quality is not degraded. Easements shall be shown on the plan. If they are to be granted to the Town, a written easement and a specific easement plan of such for recording purposes is necessary.

**6.7.6.12. Off-site improvements.** The Planning Board may require applicants to make offsite improvements to public roads or other community facilities, or to make payments for the reasonable costs associated with the impacts of the proposed development. Such improvements may include but are not limited to the widening of streets and improvement of intersections providing access to the site; the installation of curb and sidewalks along streets serving the site; and drainage improvements necessitated by the development of the site.

**6.7.6.13. Public safety.** Buildings and adjacent grounds shall permit reasonable access and operation by fire, police and other emergency personnel and equipment. The Board may require fire lanes at locations providing access to buildings to ensure that these areas are open for fire vehicle access.

**6.7.6.14. Construction standards.** All construction specifications shall comply with the standards in the Lakeville Subdivision Regulations. Where these regulations do not cover construction items, construction shall be in accordance with Commonwealth of Massachusetts, Department of Transportation, Standard Specifications for Highways and Bridges (latest edition) or standard engineering practices as determined by the Board or its designee.

## **SECTION 6.7.7. ARCHITECTURAL STANDARDS:**

The following architectural requirements shall apply to all new structures. Additions or alterations to existing structures may be exempted from specific requirements at the reasonable discretion of the Planning Board, based on such factors as the cost, scope and extent of the work, the relative proportion of the existing structure to be added or altered, and the goal of harmony with the existing structure or structures.

**6.7.7.1 Facades:** For long front facades, vary the setback, height, and roof form of the building within the range provided by traditional buildings in the region to continue the established rhythm of facades on the street.

In most cases, long facades should be avoided, generally extending no more than 50 feet without a change in the wall plane. Setbacks and projections of several feet in depth are most effective at visually breaking up large facades. Smaller setbacks used in conjunction with larger setbacks can be effective. The bulk and mass of the building should be broken down to a scale that reflects the context of the surrounding neighborhood.

**6.7.7.2 Siding:** The following siding treatments most commonly found in New England shall be used: Clapboard, vertical board, brick, stone, and wood shingles. Natural materials are preferred.

The use of vinyl or aluminum is strongly discouraged in the Business District. Concrete block, stucco, adobe, or other non-traditional siding types are also discouraged. Sidings having a panelized or prefabricated appearance are unacceptable.

**6.7.7.3 Roofs:** Roofs shall be of various pitched varieties commonly found in New England.

Gable or Hip Roofs are most preferred. Shed and Gambrel style roofs are also acceptable. False mansard or other flat roofs are the least desirable. All roofs should have appropriate overhangs.

Flat roofs should not be completely eliminated from consideration, but should only be built where the size of the building does not permit a pitched roof. When flat roofs are permissible, any roof top mechanicals should be hidden from the main viewpoints on ground level.

**6.7.7.4 Roof Materials:** Roofs shall be constructed of materials, which are commonly found in New England. Shingled roofs constructed of asphalt or wood shingles are preferred.

Standing seam, copper, or other metal roofs are also acceptable. Multiple roof plain slopes are acceptable, as New England Architecture often includes a variety of roof styles and plains, however it should be limited. Roll roofing, built-up tar and gravel, plastic, or fiberglass roofing materials are not appropriate. On flat roofs that are not visible from public areas, other roof materials may be considered.

**6.7.7.5 Architectural Features and Details:** Balconies, decks, covered porches, decorative shingles, bracketed eaves, columns, balustrades, towers, turrets, skylights, and arches are among the details to be considered. All features and details should be in proportion with the building. Use of metal, fiberglass, or plastic awnings is not appropriate.

**6.7.7.6 Windows and Doors:** All windows and doors shall be of a New England character. Large plate glass windows are discouraged unless they are broken up with mullions or muttons. Mirrored glass or walls are not acceptable. Also, aluminum windows/wall systems with or without colored metal panels known as curtain wall systems are not acceptable. Windows and doorways should be encased with trim. Decorative trim is preferred.

**6.7.7.7 Lighting:** Lighting for new developments whether mounted on the building or on poles shall be designed so as not to spill onto adjacent properties. Shielded lights are preferred or exposed bulb fixtures, which are historic in character. Lighting elements shall be covered by globe or shielded. Low-level lighting is preferred over large high-level light fixtures. Lighting shall comply with the Town of Lakeville Outdoor Lighting By-Law.

**6.7.7.8 Equipment:** All roof, wall or ground mounted mechanical equipment, trash collection or dumpster locations, delivery or loading areas, and outdoor storage areas shall be located outside primary visual corridors and screened from public view.

## **SECTION 6.7.8 Decision, Inspection, Fees, and Appeals.**

**6.7.8.1 Planning Board Action:** The Planning Board shall take final action on the Site Plan Review application within twenty one (21) days of the close of the public hearing. Planning Board action shall be by vote of a majority of the members, or majority of a voting quorum. The Planning Board may attach reasonable conditions to mitigate any impact of the proposed development. Any disapproval shall state the reasons why the site plan does not meet the requirements of this By-Law

**6.7.8.2 Appeals:** Any decision rendered by the Planning Board may be appealed by the applicant to a court of competent jurisdiction as set forth in MGL c. 40A, § 17, and no building permit specifically connected to the appeal may be issued until the appeal is resolved

**6.7.8.3 Expiration of Site Plan Approval:** Any approval of a site plan which has been granted pursuant to this By-Law shall expire two (2) years from the date of final action, unless work in accordance with the Site Plan Approval has not sooner commenced, except for good cause.

**6.7.8.4 Extensions:** The Planning Board may extend approvals for an additional two-year period, such extension not to be reasonably denied. Thereafter, extensions may be granted on a year-to-year basis. A request for extension, accompanied by a schedule of completion, shall be completed by the applicant and filed with the Planning Board in advance of its scheduling a hearing on the extension request at a regular or special Planning Board meeting. Extensions may not be granted for plans which no longer conform to the Town of Lakeville Zoning By-Law.

**6.7.8.5 Compliance:** No building permit shall be issued by the Building Commissioner for any development subject to this section and no construction or site preparation shall be started until the Planning Board decision has been filed with the Town Clerk and the plans have been endorsed by the Planning Board.

**6.7.8.6 On-site construction:** The Board shall require the inspection of site construction approved under this section. The applicant shall be responsible for the inspection fee. An applicant may make limited on-site changes to an approved site plan. Said changes shall be based on unforeseen conditions, situations, or emergencies. The Town Planner shall review the request and may approve limited on-site changes that are generally consistent with the approved site plan. The Planning Board shall review changes that are of such a nature or magnitude that they would unreasonably compromise the basis of approval. The Planning Board may review any request for on-site construction changes under general business and may either approve, modify or deny the requested on-site changes. Said request shall not be unreasonably denied. An as built plan shall be submitted.

**6.7.8.7 Regulations:** The Planning Board may adopt and from time to time amend reasonable procedural regulations, application forms, standard construction detail drawings (as included in the Planning Board Subdivision Rules and Regulations), and specifications for the administration of this by-law, without requiring Town Meeting Approval.

**6.7.8.8 Fees:** The Planning Board may adopt reasonable application and administrative fees, technical review fees, and inspection fees for site plan review.

**6.7.8.9 Appeal:** The appeal of any decision of the Planning Board hereunder shall be made in accordance with the provisions of Massachusetts General Laws Chapter 40A, §17 or take any other action relative thereto.

Proposed by Planning Board

**ARTICLE 9:** To see if the Town will vote to amend the Town of Lakeville Zoning By-Laws by **ADDING** the following Definitions to Section 2.0 Definitions and **DELETE** the existing Section 6.6 Sign Regulations and **REPLACE** with the following new Section 6.6 Sign Regulations.

**ADD TO: Section 2.0 Definitions**

**Awnings:** — An awning with lettering or logo advertising the name of the business shall constitute a sign. All such awnings over doorways and windows shall only count as one sign.

**Changeable Copy Signs:** Signs with letters which can be manually or mechanically moved in order to change the message or wording of the sign

**Common Directory Sign:** Where more than one (1) business is located in a building only one (1) freestanding sign may be erected, which shall serve all of the businesses at that location.

**Directional Signs:** Shall be solely for pedestrian or vehicular traffic. Directional signs shall indicate parking entrances, exits, drive-thru's, etc. They shall not include any other information, advertising, or logos.

**Electronic Message Boards:** Electronically controlled signs that display lighted messages that change at intermittent intervals. Images which refresh must be displayed for at least 20 seconds and may refresh or change, no more than three (3) times in one (1) minute.

**Electronic Outdoor Advertising:** A use whereby an outdoor sign or billboard, whether double-faced, back-to-back, or V-shaped, with a screen(s) that serves to advertise, direct or call attention to any business, article, substance, or service, or anything that is digitally or electronically projected, on or by a structure of any kind on real property or upon the ground itself, and that advertises services, products or commodities that are not available on said real property or parcel.

**Freestanding Sign:** Any sign supported by a structure permanently anchored to the ground which is independent from any building.

**Internally Illuminated Sign:** A sign which is illuminated by means of a light source completely enclosed by the signs panels.

**Portable Signs:** A sign or advertising display that is not permanent, affixed to a building, structure or the ground.

**Public Events:** An entertainment event open to the general public such as outdoor concerts, winter carnivals, parades, etc.

**Wall Sign:** A sign attached parallel to or painted on the wall of a building.

**Window sign:** A permanent or temporary sign applied to, attached to, or inside a window or door which is visible from the exterior.

## **6.6 SIGN REGULATIONS**

### **6.6.1 Purpose**

To provide information to the public and for the identification of permitted activities from public ways, the erection and maintenance of signs shall be subject to regulation in order to preserve and enhance the visual appearance and character of the Town, to provide for the safety and general welfare of the public, and to prevent injurious and detrimental effects from the distracting demands for attention resulting from uncontrolled shapes, sizes, colors, motions, lighting, and inappropriate locations.

### **6.6.2 Permit Required**

**6.6.2.1** No sign shall be erected, altered, or relocated without a permit issued by the Building Commissioner, except as otherwise provided herein.

**6.6.2.2** The applicant proposing to erect, alter or relocate a sign shall submit to the Building Commissioner a completed sign permit application, together with the required application fee and sketches of all proposed signs. The drawings shall specify the building and sign dimensions, colors, attachment methods, location of the signs, method of illumination and any other pertinent information which may be required

**6.6.2.3** Sign permit fees shall be determined by the Selectboard.



### **6.6.3 General Sign Regulations**

**6.6.3.1** No sign shall be located closer than ten (10) feet from the street right-of-way, and no closer than thirty (30) feet from the side or rear property lines.

**6.6.3.2** Signs shall be limited to a maximum height of twenty (20) feet as measured from the crown of the road directly perpendicular to the sign.

**6.6.3.3** Signs shall be limited in number to two (2) signs for each business or industrial establishment or company. Business or industrial sites containing more than one establishment (mill outlets, shopping centers, industrial parks, etc.) shall be limited to two (2) signs per establishment, one of which shall be attached to the structure to designate the establishment within the structure, and the other attached to or part of a central common directory sign. Business and Industrial subdivisions may have one (1) entrance sign, not being a directory sign, in addition to the above. Signs for this common directory sign and for the business and industrial subdivision entrance sign may be double-sided and a maximum of sixty-four (64) square feet in area.

**6.6.3.4** Unless permitted elsewhere in this By-Law, no sign may exceed thirty-two (32) square feet in area.

**6.6.3.5** Signs erected upon or attached to a building shall not project:

1. horizontally more than two (2) feet;
2. into or over any way;
3. above the highest part of the building, not exceeding twenty (20) feet from ground level.

**6.6.3.6** No free-standing sign shall project more than two (2) feet horizontally from its means of support.

**6.6.3.7** The colors red, green or yellow shall not be used in a manner that might confuse the meaning or stop signs, stop lights or other traffic signs.

**6.6.3.8** Freestanding signs shall have landscaping at the base

**6.6.3.9** All Signs must be maintained, this includes awning material, lettering, lighting, and landscaping.

**6.6.3.10** Free Standing signs are permitted to have either a changeable copy sign or an electronic Message Board as part of its sign but not both.

**6.6.3.11** Wall signs shall not exceed 15% of the area of the wall it is attached to or thirty-two (32) Square Feet whichever is less.

**6.6.3.12** Window signs shall not exceed thirty percent (30 %) of the total area of all windows and doors.

**6.6.3.13** One (1) Temporary subdivision sales sign not to exceed thirty-two (32) square feet. This sale sign shall be removed upon the issuance of occupancy permits for seventy-five percent (75%) of the subdivision.

#### **6.6.4 Exemptions**

**6.6.4.1** Flags or insignia of the United States or any political subdivision thereof or any other nation or country when not used for commercial promotion or display.

**6.6.4.2** Temporary posters, placards, or signs associated with a political campaign or current political issue associated with an election. Any such sign must be removed within 48 hours after its relevance has expired.

**6.6.4.3** Signs located on residential structures or driveways, so long as they do not exceed two (2) square feet and are for the primary purpose of indicating the name or names of the resident.

**6.6.4.4** For sale, lease, or rent signs on real property or the signs of real estate agents or brokers, so long as they do not exceed six (6) square feet in area.

**6.6.4.5** Signs less than two (2) square feet designating entry and egress from parking areas, and other directional traffic control and safety-related signs.

**6.6.4.6** Normal highway control signs, hazard signs, and other State-approved highway safety signs.

**6.6.4.7** Permanent subdivision or residential development identification signs shall not exceed 12 square feet. They may only be externally illuminated by spotlights and shall be set back 10 feet from property lines.

**6.6.4.8** One (1) sign not exceeding thirty-two (32) square feet on a building or project under construction, repair, or renovation identifying the contractor, architect, and/or owner. This sign shall be removed upon issuance of an occupancy permit for all or part of the building.

**6.6.4.9** Fuel pump information signs, only as required by State law, are allowed and shall not affect the computation of allowable number of signs or aggregate sign size on a property.

### **6.6.5 Temporary Signs**

**6.6.5.1** Temporary exterior signs or mobile sign displays are permitted to advertise the opening of a business at a new location or to advertise a special event at its intended location.

**6.6.5.2** Such signs shall not exceed thirty-two (32) square feet in area.

**6.6.5.3** Banners or portable signs may be allowed for special events but must be removed after the event has concluded.

**6.6.5.4** No two (2) or more of such signs shall be closer than five hundred (500) feet apart.

**6.6.5.5** The combined total number of days that one or more temporary signs may be displayed on the premises shall not exceed sixty (60) days in each twelve (12) month period per establishment.

**6.6.5.6** Temporary signs shall be displayed in conformance with setback requirements for all signs.

**6.6.5.7** At the end of the sixty (60) day period, the sign shall be removed by the initiative of the company, organization, or individual or their agents as indicated by the display of information.

**6.6.5.8** All such temporary signs as herein described must meet the approval of the Building Commissioner regarding safety of construction, placement, mounting, and lighting. By written notice specifying the corrections needed, the Building Commissioner shall order the immediate action of the displayer to either correct the sign or have it removed.

If immediate action is not taken, the Building Commissioner may, at his own initiative or with the enlisted aid of any Town Department, remove such sign.

### **6.6.6 Special Permits**

**6.6.6.1** Signs larger in area or higher than specified or a greater number of signs, may be granted by Special Permit of the Board of Appeals.

**6.6.6.2** A Special Permit may not be issued for signs prohibited by this by-law in Section 6.6.7

**6.6.6.3** Changeable copy signs, electronic message board signs, and internally illuminated signs or the portion of a sign that is changeable copy, an electronic message board or internally illuminated shall require a Special Permit.

**6.6.6.4** Changeable copy signs and electronic message boards shall not exceed twelve (12) square feet. Only one (1) of these types of signs are permitted per property

**6.6.6.5** Common Directory signs may be allowed to have one (1) additional internally illuminated panel per business not to exceed twelve (12) sq ft.

**6.6.6.6** Changeable copy signs, electronic message board signs and internally illuminated signs may not be illuminated during the overnight hours from 11:00 pm until 6:00 am, unless for a facility providing medical care or emergency services with hours of operation during these hours. In this case, the applicant can apply for a special permit to keep the sign illuminated.

### **6.6.7 General Sign Prohibitions**

**6.6.7.1** Signs, any part of which moves, flashes, or incorporates traveling or animated lights and all beacons and flashing devices whether a part of, attached to, or apart from a sign are prohibited.

**6.6.7.2** No illumination shall be permitted which casts glare onto any residential premises, or onto any portion of a way so as to create a traffic hazard.

**6.6.7.3** Any sign which is considered by the Building Commissioner, police department or fire department to be obstructive, hazardous, or dangerous because of age, damage, poor construction, or a potential danger in a severe storm must be removed immediately, but in no case later than seven (7) days following receipt of written notice from the Building Commissioner.

**6.6.7.4** No sign shall be attached to or obstruct any fire escape, fire or emergency exit; no sign shall be located as to obstruct free passage of light and air to any door, window, skylight, or other similar opening.

**6.6.7.5** No sign shall be located in such a way that it prevents the driver of a vehicle from having a clear and unobstructed view, from an adequate and safe distance, of any official sign or approaching traffic.

**6.6.7.6** Roof mounted signs that are taller than two (2) feet or extend over the peak of the roof.

**6.6.7.7** No sign shall be attached to utility poles, trees, or traffic control signs or devices, except for public event banners or flags.

**6.6.7.8** Portable Signs except for Temporary signs.

**6.6.7.9** Banners, pennants, ribbons, streamers, spinners, balloons, string of lights not associated with a specific holiday or religious event, and flags other than those identifying a nation, state, city town, or institutional organization, unless otherwise exempted by this bylaw.

**6.6.7.10** Electronic message boards or the electronic message board portion of a sign that exceeds twelve (12) Square feet.

**6.6.7.11** Changeable copy signs or the portion of a sign that is changeable copy that exceeds twelve (12) square feet.

**6.6.7.12** Electronic Outdoor Advertising Signs

**6.6.7.13** Internally illuminated signs greater than twenty-four (24) square feet.

**6.6.7.14** Free Standing signs exceeding thirty (30) feet in Height

**6.6.7.15** Signs not located at the location of the business or off premise signs

**6.6.8. Removal of signs**

**6.6.8.1** Any sign which is insecure, in danger of falling over, or is deemed unsafe by the Building Commissioner shall be removed.

**6.6.8.2** Abandoned signs shall be removed by the sign permit holder and/or the owner of the building or premises at which the abandoned sign is located within ninety (90) days from the date the sign became abandoned

**6.6.9 Nonconforming Signs**

**6.6.9.1** A lawfully existing non-conforming sign may have its surface and support renewed or replaced with new material without applying for a new permit if the replacement or renewal is for the same business and has the same dimensions, same copy and same location of the existing sign.

**6.6.9.2** All non-conforming signs shall be removed or shall be altered so as to conform with the following provisions:

1. When the nature of the business changes and the sign is changed or modified in shape, size or legend; or
2. When the name of the business changes and the sign is changed or modified in shape, size, or legend

**6.6.9.3** Any abandoned sign shall not be reestablished except in conformance with this bylaw.

### **6.6.10 Administration, Violations, Appeals**

**6.6.10.1** It shall be the duty of the Building Commissioner to administer this By-Law.

**6.6.10.2** Violations of the Sign By-Law shall be enforced in accordance with Section 8.0 of these By-Laws

**6.6.10.3** Appeals of any decision taken by the Building Commissioner shall be made in accordance with Section 8.0 of these By-Laws or take any other action relative thereto.

Proposed by Planning Board

**ARTICLE 10:** To see if the Town will vote to amend the Town of Lakeville Zoning By-Laws by adding the following new Section:

### **Section 7.10 Open Space Residential Development**

#### **7.10.1 Purpose**

1. To permit maximum flexibility and creativity in design for the development of single-family subdivisions that will be superior to conventional plans;
2. To promote the most harmonious use of the land's natural features, resources and topography, which will promote the general health and safety of the public;
3. To discourage sprawled development, minimize environmental disruption, and provide a shorter network of streets and utilities which will promote a more efficient distribution of services; and

4. To encourage the permanent preservation of open space, agricultural land, forestry land, wildlife habitat, other natural resources including aquifers, water bodies and wetlands, and historical and archaeological resources.

**7.10.2. Special Permit Required.** Open space residential development may be authorized only by a special permit as granted by the Planning Board.

**7.10.3 Pre-Application Meeting.** A pre-application meeting is required to be held at any regular meeting of the Planning Board. Concept plans for the traditional subdivision and open space plan shall be submitted for discussion. The Board may invite representatives of other Boards or Commissions to attend. The intent of such meeting is to allow the Town the opportunity to discuss with the applicant and review each proposal prior to the special permit process. After the pre-application review, an applicant may then proceed to the preliminary plan review process.

**7.10.4. Dimensional and Design Requirements.**

1. The number of building lots may not exceed the number of building lots of the tract as permitted by Board of Health and Conservation Commission regulations, existing zoning and a conventional subdivision per the Lakeville Subdivision Regulations ("subdivision regulations").
2. Lots may be reduced in size to a minimum of 30,000 square feet of contiguous upland area. The general location of septic systems and wells shall be shown on the plans to ensure proper distances can be maintained to protect public health. The Health Department shall provide guidance to the Board on the proper location of these utilities.
3. Lots approved under this section do not have to comply with the requirements of Section 5.1 Intensity Regulations
4. All lots and structures shall comply with the following dimensional requirements.

Frontage: 100 feet \*  
Front yard setback: 25 feet  
Side yard setback: 20 feet  
Rear yard setback: 25 feet

Maximum Height of buildings  
Number of Stories 2.5  
Height 35 Feet

Lot Coverage                      40%

Towers are not permitted

\* The Board may allow 20% of the lots to have the frontage reduced to 50 feet

5. The width of each lot shall not be reduced to less than the required frontage from the street to building site on each lot.
6. All accessory structures and uses shall comply with the requirements of Section 5 of these bylaws unless otherwise provided for herein.
7. Strong emphasis shall be placed upon preserving and integrating the existing topography, natural features (such as rock outcrops, specimen trees and clumps of trees) and man-made features such as stonewalls into the plan.
8. Existing/proposed screening, distances between the OSRD and existing abutters, and topography shall all be considered. The intent is to minimize impacts on existing abutters. A deed restriction may be required if such limitations are applied.
9. When determined necessary by the Board, screening and buffering shall be required. It may consist of landscaped berms, evergreen plantings, solid walls or fences complemented by suitable plantings, "no cut" provisions (for existing vegetation), or a combination of these items. The location of the screening/buffering and species type(s) of vegetation shall be noted on the definitive plan.

#### **7.10.5. Dedicated Open Space**

1. A minimum of 50% of the upland area of the parcel shall become dedicated open space pursuant to MGL c. 40A, § 9. The Planning Board may reduce this figure to a minimum of 40% if it determines there are unique circumstances (re: shape of parcel, topography, wetlands, etc.) that would individually or together preclude the construction of the OSRD or that the open space to be provided is of exceptional value to the Townspeople. Roadway layouts shall be excluded from the open space land area calculations.
2. Uses for open space: The open space may be used for wildlife habitat and conservation and may also be used for the following additional purposes: historic preservation, outdoor education, passive recreation, active recreation, aquifer protection, stormwater management, agriculture, horticulture, forestry, or a combination of these uses and shall be served by suitable access for such purposes. In subdivisions of 25 or more lots the Board may require a portion of the site be developed for active recreation such as but not



limited to playgrounds, sports fields, courts, etc... The Select Board must vote to accept this park prior to final approval, or the land shall be deeded to the Conservation Commission as open space.

3. Detention or retention basins may be located in the open space however this land area may not be counted towards the minimum open space required.
4. Dedicated open space may be utilized as natural courses for disposal for storm drainage from impervious surfaces. Other than minor berming (maximum 3-1 slopes which shall blend into the landscape) and riprap at pipe outflows, no significant disruptions of the land (contour changes greater than three feet) for drainage are permitted.
5. Dedicated open space may be in one or more parcels of a size and shape appropriate for its intended use. The parcels shall be laid out to promote convenient access by the homeowners within the OSRD and the general public. Wherever practical, parcels shall be accessible via upland areas. The adequacy of the open space land shall be determined by the Planning Board.
6. Public access to proposed preserved open space, including paths, shall be provided. The plan shall show the location, construction details, and signage for pathways. Paths in OSRDs shall not be utilized for snowmobiles and other motorized travel, but may be used for cross-country skiing, snowshoeing, horseback riding, and other non-motorized modes of travel.
7. Parking for public access or facilities to serve the recreational uses shall be allowed on the open space land.

**7.10.6. Ownership of Dedicated Open Space.** The open space shall, at the Planning Board's election be conveyed to:

1. The Town of Lakeville Conservation Commission and accepted by it for open space, or
2. The Town of Lakeville Select Board and accepted by it for a park, or
3. Be conveyed to a nonprofit organization, the principal purpose of which is the conservation of open space. In this case where the open space is not conveyed to the Town, a permanent conservation, agricultural or historical preservation restriction approved by Town counsel and enforceable by the Town, conforming to the standards of the Massachusetts Executive Office of Energy and Environmental Affairs, Division of Conservation Services shall be recorded to ensure that such land shall be kept in an open or natural state and not be built for residential use or developed for accessory uses such

as parking or roadways except as permitted by this bylaw and approved by the Planning Board. Restrictions shall provide for periodic inspection of the open space by the Town. Such restriction shall be submitted to the Planning Board prior to approval of the project and at the Registry of Deeds/Land Court simultaneously with recording of the endorsed definitive subdivision plan. A management plan may be required by the Planning Board which describes how existing woods, fields, meadows, or other natural areas shall be maintained with good conservation practices.

4. If necessary, such restrictions shall further provide for maintenance for the common land in a manner which will ensure its suitability for its function, appearance, cleanliness, and proper maintenance of drainage, utilities, and the like.
5. Where the boundaries of the open space are not readily observable in the field, the Planning Board shall require placement of surveyed bounds sufficient to identify the location of the open space.

#### **7.10.7. Preliminary Subdivision and OSRD Concept Plan Application Process.**

After the preapplication review, an applicant must file for preliminary subdivision approval and approval of the OSRD concept plan.

1. An application, a preliminary set of plans, illustrating a conventional subdivision plan and proposed OSRD shall be filed with the Lakeville Town Clerk and the Planning Board. The application shall be accompanied by 14 copies of the plans and any other supporting materials, which must be prepared and stamped by a professional civil engineer and landscape architect. This submittal shall comply with the Lakeville Subdivision Regulations. An electronic copy shall also be filed.
2. The preliminary subdivision plan shall be used by the Planning Board to determine the maximum number of lots which could be created via a conventional plan. The applicant must demonstrate to the satisfaction of the Board that all the lots shown on the preliminary plan comply with the applicable sections of the Lakeville Zoning By-Laws and Subdivision Regulations. This number will be the maximum allowed in an OSRD Special Permit and definitive subdivision plan submittal.
3. The burden of proof shall be upon the applicant to prove that all the proposed lot(s) are suitable for building. The Planning Board reserves the right to challenge the status of any lot and not allow such to be included in any definitive plan filing.
4. Formal percolation and depth to groundwater tests shall be conducted on a portion of the lots located on the OSRD development area. Depending on the results of these tests and

after consultation with the Board of Health, the Board may require additional testing. The results of these tests shall be submitted with the application.

5. A preliminary sketch plan of the proposed OSRD shall be submitted. It shall contain the proposed location of the road(s), lots, drainage, and dedicated open space. General topography (with ten-foot contours maximum), major site features and adjacent streets shall also be shown.
6. The Planning Board shall hold a public hearing on the preliminary plan within 45 days after the receipt of the application. It shall act on the application within 60 days of date of the first hearing unless an extension is agreed to by the applicant.
7. The conceptual OSRD shall also be reviewed and discussed during the hearing process. Comments and recommendations shall be incorporated in plans included in any subsequent filings.
8. If the preliminary conventional and conceptual OSRD plans are approved, the Planning Board shall, insofar as practical under the law, allow the submittal of a combined special permit and definitive subdivision plan. A combined submission will not be authorized in those cases where either the conventional preliminary plan or proposed OSRD concept plan is not approved by the Planning Board.

#### **7.10.8. Special Permit Application and Filings.**

A special permit application for an OSRD shall include a definitive subdivision plan with 14 copies and an electronic copy. It shall be prepared in accordance with the Lakeville Subdivision Regulations. Administrative and consulting review fees required by the Board shall be paid by the applicant. In addition, the applicant shall provide the following information:

1. A detailed analysis of the site, including wetlands, soil conditions, areas within the one-hundred-year floodplain, trees over eight inches in diameter in areas identified by the Planning Board, and natural, and/or man-made features and other items as the Planning Board may request;
2. A description of the proposed design characteristics of the site pursuant to these regulations;
3. Drainage calculations meeting the requirements of the subdivision regulation and zoning bylaws.

4. A copy of any restrictive covenant(s) for the preserved open space, association rules and regulations and/or other documentation relating to the creation of a homeowners' association or similar entity, if necessary.
5. The Planning Board may require other plans, studies, or reports as may be necessary for the Board to understand the impact of the proposal and determine compliance with the provisions of this By-Lay and the Lakeville Subdivision Regulations.

#### **7.10.9. Special Permit Decision.**

1. The Planning Board shall conduct a public hearing in accordance with the provisions of these bylaws.
2. If the Planning Board disagrees with any recommendations of another Town of Lakeville Board, it shall state its reasons therefor in writing.
3. The Planning Board shall consider the approval criteria in this section and other factors to determine if it approves the plan as submitted.
4. The Planning Board may impose conditions as a part of any approval that furthers the purposes of this Section 7.10.1 and these bylaws.
5. The Planning Board shall require a performance guarantee to secure the proper completion of all infrastructure as well as the fulfillment of any conditions of approval.

#### **7.10.10. Approval Criteria.**

The Planning Board may grant a special permit under this Section only if it finds that:

1. The proposed plan is in harmony with the intent and requirements of this section and these bylaws.
2. Open space as required by this bylaw has been provided and generally conforms to the dedicated open space section of this bylaw.
3. Proposed uses of the open space comply with this bylaw.

4. Proposed open space will be dedicated in compliance with the Massachusetts General Laws and this bylaw and is suitably protected.
5. Approximate building sites have been identified and are not located closer than 100 feet to wetlands and waterbodies.
6. Proposed streets have been aligned to provide vehicular access to each house in a reasonable and economical manner. Lots and streets have been located to avoid or minimize adverse impacts on open space areas and to provide views of and access to the open space for the lots.
7. All lots meet the applicable dimensional requirements of this Open Space Residential Development By-Law.
8. If required, all documents creating a homeowners' association has been submitted to the Board and approved by Town Counsel.
9. The development will not have a detrimental impact on the neighborhood or abutting properties; and
10. Other factors as determined appropriate by the Planning Board.

**7.10.11. Revisions to Approved Special Permits.** Subsequent to granting of a special permit, the Planning Board may permit the relocation of lot lines or changes to landscaping within the project, provided that any change in the number of lots, street layout, square footage or composition of dedicated open space, or disposition thereof, will require further review and a public hearing or take any other action relative thereto.

Proposed by Planning Board

You are directed to serve this warrant by posting an attested copy hereof seven (7) days at least before the day appointed for the Annual Town Meeting at the following places: Town Office Building, Baldies Pizzeria, Fat Cousins, the Clark Shores Association Bulletin Board, Apponequet Regional High School, Lakeville Senior Center, and Assawompset Elementary School.

Hereof fail not and make return of the warrant with your doings hereon at the time and place of said meeting.

Given under our hands this 11<sup>th</sup> day of April, 2022.

\_\_\_\_\_  
Evagelia Fabian, Chairman

\_\_\_\_\_  
Richard LaCamera

\_\_\_\_\_  
Lorraine Carboni

**LAKEVILLE SELECT BOARD**

A true copy, Attest:

\_\_\_\_\_  
Constable

Lakeville, MA April \_\_\_\_\_, 2022

**AGENDA ITEM #7  
APRIL 11, 2022**

**DISCUSS THE PROCESS FOR EXERCISING THE TOWN'S  
RIGHT OF FIRST REFUSAL REGARDING LAKEVILLE  
COUNTRY CLUB CHAPTER 61A AND B REMOVAL**

Attached is an email from Town Counsel. It is Attorney Everett's opinion that the documents comply with the statutory requirements and the Purchase and Sales Agreements are bona fide offers and meet statutory requirements.

Documents attached for your review are:

Rollback Tax Calculation from Board of Assessors

Assessors' Tax Liens

Notice of Intent to sell recreational land under 61B for 4 Clear Pond Road

Notice of Intent to sell agricultural land under 61A for Assessors Map 59, Block 1, Lots 004 and 004B

## Tracie Craig-McGee

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**From:** Shirin Everett <SEverett@k-plaw.com>  
**Sent:** Wednesday, March 23, 2022 5:53 PM  
**To:** Ari Sky  
**Cc:** Gregg J. Corbo; Amy E. Kwesell  
**Subject:** LAKE: Lakeville Country Club P&Ss  
**Attachments:** Lakeville Country Club Tax Liens.pdf; Lakeville Country Club CH61B P&S.pdf; Lakeville Country Club CH61A P&S.pdf

Hello Ari,

Gregg asked me to review the attached documents, namely, the Notices of Intent to Sell dated March 3, 2022 (the “Notices of Sale”) by which Derek and Madelyn Maksy, Trustees of Webster Realty Trust (the “Owners”), informed the Town that they intend to sell property classified under GL c. 61A (the “Agricultural Land”) and under G.L. c. 61B (the “Recreation Land” and, with the Agricultural Land, the “Property”) to NBPIII Lakeville LLC (the “Buyer”) for industrial/commercial uses, namely, for a warehouse and distribution center, for consideration of \$900,000 and \$12,725,000, respectively. The Agricultural Land is located on Crooked Lane and Stetson Street and contains 7.09 acres, more or less, and the Recreation Land, known as the Lakeville Country Club, is a golf course located at 44 Clear Pond Road and contains 138.1 acres. Each Notice of Sale has attached to it a certified copy of the Purchase and Sale Agreements (the “PSAs”) between the Owners and the Buyer and a copy of an Assessors Plan, showing the Property. The Notices also inform the Town that the Owners will convey to the Buyer contiguous land (the “Other Land”) that is not classified under GL c.61A (“Chapter 61A”) or under G.L. c. 61B (“Chapter 61B”) for \$1,375,000, for a total purchase price of \$15,000,000. The materials also include copies of the Chapter 61A and Chapter 61B liens on the Property. You have requested an opinion as to whether the Notices and the PSAs comply with the requirements of Chapter 61A and Chapter 61B. For the reasons set forth below, it is my opinion that the documents comply with the statutory requirements.

### The Notices of Sale

Both Chapter 61A and Chapter 61B require that the owner of chapter lands send the Town a notice of intent to sell that complies with the following requirements: (a) the Notices of Sale must be sent by certified mail (which appears to have been done), (b) the Notices must be sent to the Select Board, the Board of Assessors, the Planning Board, the Conservation Commission, and the Department of Conservation and Recreation: I note that all such parties are identified in the Notices and assume that the named Town boards and commissions received the Notices; (c) the Notices must include a copy of the Assessors map, showing the Property, which was done; (d) the Notices must contain a statement of the intended use of the Property: the Notices state that the Buyer will use the Property as a warehouse and distribution center, and (e) the Notices include a certified copy of the PSAs, which was done. Lastly, Chapters 61A and 61B state that the Notices must “be accompanied by any additional agreements or a statement of any additional consideration for any contiguous land under the same ownership, and not classified under this chapter, but sold or to be sold contemporaneously with the proposed sale.” As mentioned previously, the Owners have informed the Town that they intent to sell the Other Land to the Buyer for consideration of \$1,375,000.

### PSAs

Both Chapter 61A and Chapter 61B require that the PSA constitute a “bona fide offer”, which term is defined in the statutes to mean a good faith offer, entered into between unrelated parties for a fixed consideration payable



at closing, that is not contingent “upon potential changes to current zoning or conditions or contingencies relating to the...potential for, or the potential extent of development of the property for industrial or commercial use.” According to the Secretary of State’s records, the Owners do not appear to be officers or directors of the Buyer; the PSAs are for fixed consideration payable at closing; and the Buyer’s obligations under the PSAs are not contingent on any zoning changes or development contingencies. It is my opinion that, for the foregoing reasons, the PSAs constitute bona fide offers and comply with statutory requirements.

If the Town is interested in acquiring the Property (or any portion), please note that (a) the Buyer’s obligation under the PSAs to purchase the Property is not contingent on financing; as such, if the Town intends to exercise its right of first refusal, Town Meeting must appropriate the purchase price before the Town exercises its right of first refusal, and (b) the PSAs do not grant the Buyer the right to inspect the Property. However, both Chapter 61A and Chapter 61B grant the Town the right to inspect the Property, should it want to, before it exercises its right of first refusal.

Since the Notices, dated March 3, 2022, trigger the Town’s right of first refusal, in my opinion, the Town’s 120-day period will expire on July 2 (or, to be conservative, July 1). To exercise such rights, the Town must record a Notice of Exercise of Right of First Refusal with the Registry of Deeds, and send written notice to the Owners, prior to the expiration of the 120-day period.

Lastly, should the Board of Selectmen not exercise the Town’s right of first refusal, I recommend that the Town not sign Exhibit B, the form of release prepared by the Owner, because the form must be revised to state the purchase price of the Property.

Please let me know if you have any further questions regarding this matter.

Shirin

Shirin Everett, Esq.

KP | LAW

101 Arch Street, 12th Floor

Boston, MA 02110

O: (617) 654 1731

F: (617) 654 1735

[severett@k-plaw.com](mailto:severett@k-plaw.com)

[www.k-plaw.com](http://www.k-plaw.com)

This message and the documents attached to it, if any, are intended only for the use of the addressee and may contain information that is PRIVILEGED and CONFIDENTIAL and/or may contain ATTORNEY WORK PRODUCT. If you are not the intended recipient, you are hereby notified that any dissemination of this communication is strictly prohibited. If you have received this communication in error, please delete all electronic copies of this message and attachments thereto, if any, and destroy any hard copies you may have created and notify me immediately.

# Lakeville Board of Assessors

## Chapter Land Roll-back Tax Calculation

Municipality: MA146 TOWN OF LAKEVILLE Date of Calculation: 3/10/2022  
 Parcel ID Number: MAP 059 BLOCK 001 LOT 050  
 Property Owner: MAKSY DEREK A & MADELYN J  
 Location Address: 44 CLEAR POND RD

Description	Acreage	2022	2021	2020	2019	2018
<b>Valuation (if unclassified)</b>						
Unclassified Land Portion - Valuation	1.61	968,100	942,900	947,800	942,900	934,500
Unclassified Land Portion - Tax	-	11,684.97	12,040.83	12,378.27	12,540.57	12,699.86
Chapter 61 Portion - Valuation	-	-	-	-	-	-
Chapter 61 Portion - Tax	-	-	-	-	-	-
Chapter 61A Portion - Valuation	-	-	-	-	-	-
Chapter 61A Portion - Tax	-	-	-	-	-	-
Chapter 61B Portion - Valuation	133.16	435,100	446,100	446,100	446,100	446,100
Chapter 61B Portion - Tax	-	5,251.66	5,696.70	5,826.07	5,933.13	6,062.50
<b>Total Valuation</b>	<b>134.77</b>	<b>1,403,200</b>	<b>1,389,000</b>	<b>1,393,900</b>	<b>1,389,000</b>	<b>1,380,600</b>
<b>Tax Rate</b>		<b>12.07</b>	<b>12.77</b>	<b>13.06</b>	<b>13.30</b>	<b>13.59</b>
<b>Unclassified Tax on Chapter Portions</b>		<b>5,251.66</b>	<b>5,696.70</b>	<b>5,826.07</b>	<b>5,933.13</b>	<b>6,062.50</b>
<b>Valuation of Classified Land</b>						
Chapter 61 Portion - Valuation	-	-	-	-	-	-
Chapter 61 Portion - Tax	-	-	-	-	-	-
Chapter 61A Portion - Valuation	-	-	-	-	-	-
Chapter 61A Portion - Tax	-	-	-	-	-	-
Chapter 61B Portion - Valuation	133.16	108,800	111,500	111,500	111,500	111,500
Chapter 61B Portion - Tax	-	1,313.22	1,423.86	1,456.19	1,482.95	1,515.29
<b>Total Valuation</b>	<b>-</b>	<b>108,800</b>	<b>111,500</b>	<b>111,500</b>	<b>111,500</b>	<b>111,500</b>
<b>Commercial Tax Rate</b>		<b>12.07</b>	<b>12.77</b>	<b>13.06</b>	<b>13.30</b>	<b>13.59</b>
<b>Unclassified Tax on Chapter Portions</b>		<b>1,313.22</b>	<b>1,423.86</b>	<b>1,456.19</b>	<b>1,482.95</b>	<b>1,515.29</b>
<b>Net Valuation - Rollback</b>						
Chapter 61 Portion	-	-	-	-	-	-
Chapter 61A Portion	-	-	-	-	-	-
Chapter 61B Portion	133.16	3,938.44	4,272.84	4,369.88	4,450.18	4,547.21
<b>Total of Rollback Taxes</b>	<b>133.160</b>	<b>3,938.44</b>	<b>4,272.84</b>	<b>4,369.88</b>	<b>4,450.18</b>	<b>4,547.21</b>
<b>Interest</b>		<b>233.61</b>	<b>467.67</b>	<b>696.78</b>	<b>932.10</b>	<b>1,179.78</b>
<b>Total (as of 3/10/2022) ----&gt; \$</b>	<b>25,088.49</b>	<b>4,172.05</b>	<b>4,740.51</b>	<b>5,066.66</b>	<b>5,382.28</b>	<b>5,727.00</b>

Assessment Dates

1/1/2021

1/1/2020

1/1/2019

1/1/2018

1/1/2017

THIS INSTRUMENT MUST BE DULY FILED FOR RECORD OR REGISTRATION

State Tax Form RL-2

Town of Lakeville  
Name of City or Town

OFFICE OF THE BOARD OF ASSESSORS  
RECREATIONAL LAND TAX LIEN

The Board of Assessors of the city/town of Lakeville hereby state that it has accepted and approved the application of Lakeville Country Homes Inc

owner or owners of the hereinafter described land for valuation, assessment and taxation of such land under the provisions of General Laws, Chapter 61B for the fiscal year ending June 30, 19 82...

DESCRIPTION OF LAND

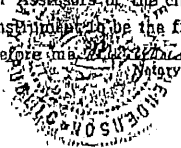
Parcel comprised of 174.17 acres more or less on assessors map number 59-Block 1-Lot 50 and 41, further described as Book 2735 Page 488 recorded in the Plymouth County Registry of Deeds October 22, 1959. This property fronts on Harcourt Avenue, Stetson Street and Crooked Lane.

Statement made this 13th day of September, 19 82.

*Abraham L. VanLentzen*  
*Hollis M. Baker*  
BOARD OF ASSESSORS

COMMONWEALTH OF MASSACHUSETTS

Plymouth ss. September 20, 19 82.  
They personally appeared Abraham L. VanLentzen a member of the Board of Assessors of the city/town of Lakeville and acknowledged the foregoing instrument to be the free act and deed of the Board of Assessors of Lakeville before me, William Henderson Notary Public-Justices of the Peace 9-7-82



REC'D OCT 13 1982 AT 2-57 PM AND RECORDED

THE COMMONWEALTH OF MASSACHUSETTS

Town of Lakeville

NAME OF CITY OR TOWN

OFFICE OF THE BOARD OF ASSESSORS



Bk: 44748 Pg: 285 Page: 1 of 1  
Recorded: 09/17/2014 03:32 PM  
ATTEST: John R. Buckley, Jr. Register  
Plymouth County Registry of Deeds

CLASSIFIED FOREST-AGRICULTURAL OR HORTICULTURAL-RECREATIONAL LAND TAX LIEN

The Board of Assessors in the town of LAKEVILLE hereby state it has accepted and approved the application of DEREK A & MADELYN J MAKSY, TRUSTEES OF THE WEBSTER REALTY TRUST owner(s) of the real property described below, for the valuation, assessment and taxation of that property as classified forest  agricultural or horticultural  recreational  land under the provisions of General Laws Chapter 61  61A  61B . This classification is effective as of January 1, 2014 for the fiscal year beginning July 1, 2014

DESCRIPTION OF PROPERTY

(The description must be sufficiently accurate to identify the property. In the case of registered land, the Certificate

Land in Lakeville known as Assessors Parcel 059-001-005-001, 44 CLEAR POND RD  
138.10 ACRES AS DESCRIBED IN PLAN BK 40 PG 1105, PLAN BK 40 PG 1008

This statement made on the 10TH FEBRUARY 2014 constitutes a lien upon the property as provided in General Laws Chapter 61 sec 2  61A sec 9  61B sec 6

MARGINAL REFERENCE BOOK 40414 PAGE 219

Return to:  
Board of Assessors  
346 Bedford St  
Lakeville, MA 02347

*Janet M. Black*  
*Paul M. Kelly*  
BOARD OF ASSESSORS

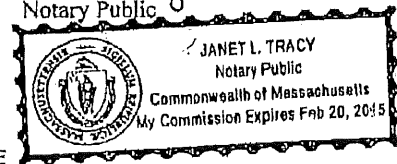
THE COMMONWEALTH OF MASSACHUSETTS

Plymouth ss.

On this 8th day of Sept, 2014, before me, the undersigned notary public, personally appeared Janet M. Black Paul M. Kelly John O'Brien as Board of Assessors for the Town of Lakeville, proved to me through satisfactory evidence of identification, which were Personally known to me to be the persons whose names are signed on the preceding document in my presence, and acknowledged to me that they signed it voluntarily

My commission expires Feb 20, 2015

*Janet L. Tracy*  
Notary Public



THIS FORM APPROVED BY THE COMMISSIONER OF REVENUE

Bk: 44748 Pg: 284

STATE TAX FROM CL-3  
Revised 9/2008

THE COMMONWEALTH OF MASSACHUSETTS

Town of Lakeville

NAME OF CITY OR TOWN

OFFICE OF THE BOARD OF ASSESSORS



Bk: 44748 Pg: 284 Page: 1 of 1  
Recorded: 09/17/2014 03:32 PM  
ATTEST: John F. Buokley, Jr. Register  
Plymouth County Registry of Deeds

CLASSIFIED FOREST-AGRICULTURAL OR HORTICULTURAL-RECREATIONAL LAND TAX LIEN

The Board of Assessors in the town of LAKEVILLE hereby state it has accepted and approved the application of DEREK A & MADELYN J MAKSY owner(s) of the real property described below, for the valuation, assessment and taxation of that property as classified forest  agricultural or horticultural  recreational  land under the provisions of General Laws Chapter 61  61A  61B . This classification is effective as of January 1, 2014 for the fiscal year beginning July 1, 2014

DESCRIPTION OF PROPERTY

(The description must be sufficiently accurate to identify the property. In the case of registered land, the Certificate

Land in Lakeville known as Assessors Parcel 059-001-004A, 4E & 4B, 1 CEDARBERRY LN CONTAININ 13.32 ACRES, 31 STETSON CONTAINING 7.09 ACRES

This statement made on the 10TH FEBRUARY 2014 constitutes a lien upon the property as provided in General Laws Chapter 61 sec 2  61A sec 9  61B sec 6

MARGINAL REFERENCE BOOK 35204 PAGE 120 - 122

Return to:  
Board of Assessors  
346 Bedford St  
Lakeville, MA 02347

*macl2*

*Janet M. Black*  
*[Signature]*  
BOARD OF ASSESSORS

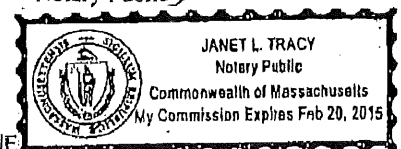
THE COMMONWEALTH OF MASSACHUSETTS

Plymouth ss.

On this 8th day of Sept, 2014, before me, the undersigned notary public, personally appeared Janet M. Black, Paul Mclady, & John Divicini as Board of Assessors for the Town of Lakeville, proved to me through satisfactory evidence of identification, which were Personally known to me to be the persons whose names are signed on the preceding document in my presence, and acknowledged to me that they signed it voluntarily

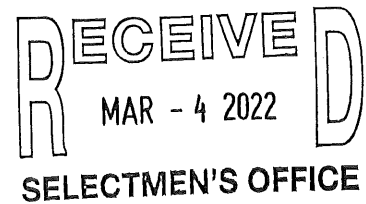
My commission expires Feb 20, 2015

*Janet L. Tracy*  
Notary Public



THIS FORM APPROVED BY THE COMMISSIONER OF REVENUE

Derek Maksy  
1 Cedar Berry Lane,  
Lakeville, MA 02347



March 3, 2022

BY CERTIFIED MAIL TO ALL

Board of Selectmen  
Lakeville Town Hall  
346 Bedford Street  
Lakeville, MA 02347

Board of Assessors  
Lakeville Town Hall  
346 Bedford Street  
Lakeville, MA 02347

Planning Board  
Lakeville Town Hall  
346 Bedford Street  
Lakeville, MA 02347

Conservation Commission  
Lakeville Town Hall  
346 Bedford Street  
Lakeville, MA 02347

Department of Conservation and Recreation  
251 Causeway Street, Suite 900  
Boston, MA 02114-2104  
Attention: Commissioner

RE: Notice of Intent to sell agricultural land assessed under G. L. Chapter 61A  
Section 14 as follows: land located off Crooked Lane and Stetson Street,  
Lakeville, MA, and being shown as Assessors Map 059, Block 001, Lot 004,  
004B.

Dear Sir or Madam:

Pursuant to Section 14 of Chapter 61A of the Massachusetts General Laws this Notice is being provided to you by Derek A Maksy and Madelyn J. Maksy (the "Owner"), with an address of 1 Cedar Berry Lane, Lakeville, MA 02347, the owners of record of the above described Land.

The property in question is located off Crooked Lane and Stetson Street, Lakeville, Massachusetts, and is described in a Statement of Intent to Sell Pursuant to MGL Chapter 61A, Section 14, which statement is attached hereto as Exhibit A. The property in question is shown on copies of the Town of Lakeville Assessors Map 059, Block 001, Lot 004, 004B, which are enclosed herewith.

Said Land is classified and assessed as agricultural or horticultural land under the provisions of M.G.L., Chapter 61A and is subject to an agricultural or horticultural land tax lien by the Board of Assessors of your Town against Derek A. Maksy and Madelyn J. Maksy which notice is recorded at the Plymouth County Registry of Deeds at Book 44748, Page 284. A copy of such lien is attached hereto for your reference.

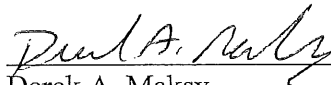
It is the Owner's intent to sell the Land for a use other than agricultural or horticultural in accordance with a bona fide offer the terms of which are set forth in a Purchase and Sale Agreement between the Owner and NPBIII Lakeville LLC (the "Buyer"), dated February 22, 2022 (the "Agreement"). A certified copy of said Agreement is enclosed herewith. The proposed sale price for the Land according to the Agreement is \$900,000. The Land is intended to be sold to Buyer together with contiguous land taxed under M.G.L. Chapter 61B (the "61B Land") pursuant to a separate Purchase and Sale Agreement between Derek A. Maksy and Madelyn J. Maksy, as Trustees of Webster Realty Trust, and Buyer for additional consideration of \$12,725,000 (the "61B Sale Agreement") and other contiguous land and property not taxed under either M.G.L. Chapter 61A or Chapter 61B for consideration of \$1,375,000. The total consideration for the Land, the 61B Land, and the additional property is \$15,000,000. A true copy of the 61B Sale Agreement is being submitted to the Town under a separate Notice of Intent pursuant to M.G.L. Chapter 61B, Section 9.

The Buyer is a subsidiary of NB Partners Fund III, L.P., which is sponsored and managed by NorthBridge Partners, LLC, a Massachusetts-based real estate investment firm focused on acquiring and developing industrial/logistics assets in the Northeast. The Buyer intends to use the Property for the development of a state-of-the-art warehouse and distribution facility.

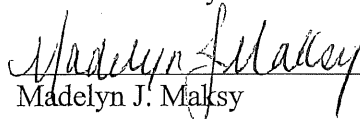
Although the Town is entitled to a one hundred twenty-day period to exercise its option to purchase the land it would be greatly appreciated if the matter could be expedited sooner. Any notification to the undersigned that the option will not be exercised must be made in writing by the Board of Selectmen.

I enclose a form for the Board to sign in the event the option is not exercised.

Sincerely yours,



Derek A. Maksy



Madelyn J. Maksy



Enclosures

Exhibit A - Statement of Intent to Sell

Exhibit B - Form of Decision on Town Option

Tax Lien

Certified Purchase and Sale Agreement

Map of Subject Property

EXHIBIT "A"

**STATEMENT OF INTENT TO SELL PURSUANT TO MGL CHAPTER  
61A, SECTION 14**

The undersigned hereby states as follows:

1. It is the intent of the landowner, Derek A Maksy and Madelyn J. Maksy to sell the following described property:

The land located off Crooked Lane and Stetson Street, Lakeville, Massachusetts, as follows:

- a. Land located at 1 Cedarberry Lane containing 13.32 acres being shown as Assessors Map 059, Block 001, Lot 004, 004B; and
  - b. Land located at 31 Stetson containing 7.09 acres and being Assessors Map 059, Block 001, Lot 004B.
2. The above described property is a portion of the property that is taxed pursuant to M.G.L. Chapter 61A.
  3. The proposed use of the land is for warehouse and distribution.
  4. The contact information for the landowner is as follows:

Derek Maksy  
1 Cedar Berry Lane,  
Lakeville, MA 02347  
Tel:508-259-7937

  
Derek A. Maksy, Trustee

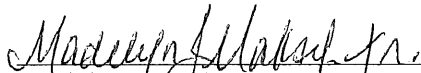
  
Madelyn J. Maksy, Trustee

EXHIBIT "B"

CHAPTER 61

DECISION ON TOWN OPTION

CHANGE IN USE OF CLASSIFIED LAND

Derek A. Maksy and Madelyn J. Maksy  
1 Cedar Berry Lane,  
Lakeville, MA 02347

[Form to be Confirmed with Town Counsel]

The Board of Selectmen of the Town of Lakeville, Massachusetts, has received a "Notice of Intent" from Derek A. Maksy and Madelyn J. Maksy to sell land partially classified as Agricultural or Horticultural and taxed under the provisions of Chapter 61 of the General Law of the Commonwealth of Massachusetts.

Description of the land pertaining to this notice:

Land in Lakeville known as Assessors Parcel 059-001-004-004A, 4e & 4b, 1 Cedarberry Lane containing 13.32 acres, 31 Stetson Containing 7.09 acres and being described in deed recorded with the Plymouth County Registry of Deeds in Book 35204, Page 121.

Title Reference: Deeds recorded with Plymouth County Registry of Deeds in Book 55641, Page 231 and Book 55642, Page 225.

Owner of Record: Derek A. Maksy and Madelyn J. Maksy

Under Chapter 61A the Town of Lakeville has the option to purchase said land intended for sale for use other than agricultural or horticultural use under Chapter 61A. This notice is to inform you that the Lakeville Board of Selectmen has voted not to exercise said option.

Lakeville Board of Selectmen

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COMMONWEALTH OF MASSACHUSETTS

Plymouth, ss.

, 2022

On this \_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned notary public, personally appeared \_\_\_\_\_ as Board of Assessors for the Town of Lakeville, personally known to me or proved to me through evidence of identification, which was \_\_\_\_\_, to be the persons whose names are signed on the preceding document in my presence, and acknowledged to me that they had signed it voluntarily.

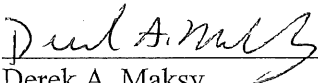
\_\_\_\_\_

Notary Public

My commission expires

Certification

The undersigned, Derek A Maksy and Madelyn J. Maksy, the owners of record of land located off Crooked Lane and Stetson Street, Lakeville, Massachusetts, shown on Town of Lakeville Assessors Map 059, Block 001, Lot 004, 004B, hereby certify that attached hereto is a true copy of the Purchase and Sale Agreement between said owners and NPBIII Lakeville LLC dated February 22, 2022, with respect to said property.

  
\_\_\_\_\_  
Derek A. Maksy

  
\_\_\_\_\_  
Madelyn J. Maksy

## PURCHASE AND SALE AGREEMENT

**THIS PURCHASE AND SALE AGREEMENT** (this "Agreement") is made and entered into as of this 22nd day of February, 2022 (the "Effective Date") by and between **Derek A. Maksy and Madelyn J. Maksy**, having an address of 44 Clear Pond Road, Lakeville, Massachusetts 02347 (the "Seller") and **NBPIII LAKEVILLE LLC**, a Delaware limited liability company, with an address at 401 Edgewater Place, Suite 265, Wakefield, Massachusetts 01880 ("Buyer").

### RECITALS

**WHEREAS**, Seller is the owner of approximately 21 acres of land located off Crooked Lane and Stetson Street, Lakeville, Massachusetts, of which approximately 17 acres is currently taxed under Massachusetts General Laws Chapter 61A; and

**WHEREAS**, Seller desires to sell to Buyer, and Buyer desires to acquire from Seller, such land on the terms and conditions set forth in this Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer agree as follows:

#### 1. DEFINITIONS.

For the purposes of this Agreement, the following terms will have the following definitions:

61A Certificate shall have the meaning given such term in Section 13.6.

Applicable Environmental Law shall have the meaning given such term in Section 12.1.23.

Business Day means any day that is not a Saturday, Sunday, or state or federal holiday. Notwithstanding anything herein to the contrary, if the final date of any period, any date of performance or any deadline date which is set forth in this Agreement falls on a day that is not a Business Day, then such date will be extended to the next following Business Day.

Buyer shall have the meaning given such term in the introductory paragraph of this Agreement.

Closing shall have the meaning given such term in Section 5.1.

Closing Date shall mean the date that is one hundred eighty (180) days following the Effective Date, subject to Buyer's right to exercise those certain Closing Extension Periods, as may be applicable. Buyer shall have the right to accelerate the Closing Date in its sole discretion

to any day earlier than the then-scheduled Closing Date by providing at least five (5) business days' prior notice to Seller.

**Closing Date Extension Periods** shall have that meaning given such term in Section 5.1.

**Deed** shall have the meaning given such term in Section 9.1.

**Deposit** shall have the meaning given such term in Section 3.2.1.

**Escrow Agent** shall mean First American Title Insurance Company.

**Improvements** shall have the meaning given such term in Section 2(c).

**Intangible Property** shall have the meaning given such term in Sections 2(c).

**Land** shall have the meaning given such term in Section 2(a).

**Hazardous Substance** shall have the meaning given such term in Section 12.1.23.

**Monetary Liens** shall mean (i) mortgages or other security documents or similar encumbrances given to secure indebtedness for money borrowed, (ii) mechanics or materialman's liens, or (iii) any other encumbrances, including, without limitation, judgments, attachments, covenants, restrictions and executions which may be discharged by the payment of money or bonding in lieu thereof.

**Non-Exercise Notice** shall have the meaning given such term in Section 13.6.

**Permitted Encumbrances** shall have the meaning given such term in Section 7.1.

**Property** shall have the meaning given such term in Section 2.

**Purchase Price** means a sum equal to the sum of Nine Hundred Thousand and 00/100 Dollars (\$900,000.00), to be paid as set forth in Section 3, as adjusted in accordance with Section 11 hereof.

**Seller** shall have the meaning given such term in the introductory paragraph of this Agreement.

**Survey** shall have the meaning given such term in Section 7.2.

**Title Commitment** shall mean the title commitment issued by the Title Company to Buyer with respect to the Property.

**Title Company** shall mean First American Title Insurance Company.

**Title Objections** shall have the meaning given such term in Section 7.2.

**Title Objection Date** shall have the meaning given such term in Section 7.2.

2. PURCHASE AND SALE.

Subject to the terms and conditions of this Agreement, Seller shall sell and convey to Buyer, and Buyer shall purchase from Seller, the following described property (all of which is hereinafter collectively referred to as the "**Property**"):

(a) that certain tract of real estate located in Town of Lakeville, County of Plymouth, Commonwealth of Massachusetts, which real estate is more particularly described in the attached Exhibit A, together with all right, title and interest of Seller in and to all easements, covenants, agreements, rights, privileges, tenements, hereditaments and appurtenances thereunto now or hereafter belonging or appertaining thereto (collectively, the "**Land**"); and

(b) all right, title and interest of Seller (whether now or hereafter existing) in and to any land lying in the bed of any street, alley, road or avenue (whether open, closed or proposed) within, in front of, behind or otherwise adjoining the Land or any of it, and all right, title and interest of Seller (whether now or hereafter existing) in and to any award made or to be made as a result or in lieu of condemnation, and in and to any award for damage to the Property or any part thereof by reason of casualty (all of the foregoing being included within the term "Land"); and

(c) all right, title and interest of Seller in and to all existing surveys, blue prints, construction drawings, plans and specifications, architect and contractor agreements, transferable warranties and guaranties and other documentation for or with respect to the construction or operation of the Property or any part thereof; all right, title and interest of Seller in and to all right, title and interest of Seller in and to all transferable licenses, permits, approvals or other like instruments applicable to the operation, use or enjoyment of the Property; all right, title and interest of Seller in and to any and all logos, designs, trademarks, service marks and trade names, copyrights, inventions, improvements (whether patentable or not), trade secrets, software, plans, methods, processes, designs, know-how, experience, concepts, studies, technology, proposals and any other intellectual property rights, related to the Property; and all right, title and interest in and to such other existing books, records and documents (including, without limitation, those relating to ad valorem taxes and leases) used in connection with the operation of the Property or any part thereof (collectively, the "**Intangible Property**"); and

(d) all right, title and interest of Seller in and to the other intangible personal property now or hereafter owned by Seller or in which Seller otherwise has an interest and used in connection with or arising from the business now or hereafter conducted on or from the Property or any part thereof, including, without limitation, claims, choses in action, development rights, names, and, if available, telephone exchange numbers, but only to the extent applicable to the period from and after the Closing Date (all of the foregoing being included within the term "Intangible Property"), and excluding all Equipment, pumps, Tools, vehicles, Furniture, Computers, Personal Property and any intangible personal property representing accrued rights of Seller relating to its period of ownership (such as accounts receivable), as opposed to intangible personal property relating to the ongoing operation of the Property.



Excluded from the Property is Seller's interest in all structures and improvements located on the Land.

Notwithstanding anything herein to the contrary, Buyer acknowledges that a portion of the Property is subject to an Ocean Spray Co-operative Contract, and that all stock and rights thereunder shall remain Sellers; provided such contract shall be terminated by Seller, at Seller's cost, if any, on or prior to Closing and such Property shall be conveyed to Buyer free of such contract.

3. **PURCHASE PRICE AND PAYMENT.**

3.1. **Purchase Price.** Subject to the adjustment provisions set forth in Section 11 hereof, Buyer shall pay (or cause payment of) the Purchase Price for the Property.

3.2. **Payment.** The Purchase Price shall be paid as follows:

3.2.1. Within three (3) Business Days after the execution of this Agreement by Seller and Buyer, Buyer shall deposit Fifty Thousand and 00/100 Dollars (\$50,000.00) (the "**Deposit**") in immediately available funds with Escrow Agent, to be held and disbursed pursuant to the provisions of this Agreement; and

3.2.2. At Closing, Buyer shall pay to Seller the Purchase Price less the Deposit, such sum to be paid by federal funds wire transferred to an account designated by Escrow Agent, subject, however, to such adjustments as are required by this Agreement.

4. **ESCROW OF DEPOSIT.**

4.1. **Escrow of Deposit.** The Deposit shall be held in escrow by Escrow Agent, subject to the terms and conditions of this Agreement. If the Closing shall occur, the Deposit shall be delivered to Seller and credited on behalf of Buyer towards the Purchase Price. If Buyer elects to terminate this Agreement for any reason in accordance with the provisions of this Agreement, the entire Deposit shall be delivered to Buyer forthwith. If the Closing does not occur on the Closing Date, and such failure to close is attributable to the default of Buyer under this Agreement, Escrow Agent shall, subject to Section 17.1 and upon notice from Seller to Escrow Agent and Buyer, deliver the Deposit to Seller on or after the fifth (5th) Business Day following its receipt of such notice. If the Closing does not occur on the Closing Date, and such failure to close is attributable to the default of Seller under this Agreement, Escrow Agent shall, subject to Section 17.2 and upon notice from Buyer to Escrow Agent and Seller, deliver the entire Deposit to Buyer on the third (3<sup>rd</sup>) Business Day following its receipt of such notice.

4.2. **Terms Governing Escrow Agent.** The Escrow Agent shall be subject to the following terms and conditions and no others:

(a) The duties and obligations of Escrow Agent shall be determined solely by the express provisions of this Agreement and no implied duties or obligations shall be read into this Agreement against Escrow Agent. Further, Escrow Agent shall be under no obligation to refer to any other documents between Buyer and Seller related in any way to this Agreement.

(b) Escrow Agent shall not be liable to anyone by reason of any error of judgment, or for any act done or step taken or omitted by the Escrow Agent in good faith, or for any mistake of fact or law, or for anything which the Escrow Agent may do or refrain from doing in connection herewith, unless caused by or arising out of the actual and intentional misconduct of the Escrow Agent or any act of the Escrow Agent in willful disregard of this Agreement or involving gross negligence on the part of the Escrow Agent.

(c) In the event of any disagreement between Buyer and Seller resulting in adverse claims and demands being made in connection with or against the funds held in escrow, or in the event that either of Buyer or Seller objects to any proposed disposition of the Deposit, Escrow Agent shall refuse to comply with the claims or demands of either party until such disagreement is finally resolved (i) by Buyer and Seller as evidenced by a joint written direction to Escrow Agent, or (ii) by a court of competent jurisdiction (in proceedings which Escrow Agent or any other party may initiate, it being understood and agreed by Buyer and Seller that Escrow Agent has the authority (but no obligation) to initiate such proceedings).

(d) Buyer and Seller each agree to jointly and severally indemnify Escrow Agent against any and all losses, liabilities, costs (including reasonable attorney's fees) and other expenses in any way incurred by Escrow Agent in connection with or as a result of any disagreement between Buyer and Seller under this Agreement or otherwise incurred by Escrow Agent in any way on account of its role as escrow agent.

5. **CLOSING.**

5.1. **Closing Date.** Subject to the terms and conditions of this Agreement, Buyer and Seller shall close this transaction (the "**Closing**") at 4:00 p.m. Eastern Standard Time on the Closing Date, in escrow at the offices of Escrow Agent, or at such other time and place as Seller and Buyer shall agree in writing. If the date of Closing above provided for falls on a Saturday, Sunday, Monday or legal holiday, the Closing Date shall be the next Business Day. Buyer shall have right and option, in Buyer's sole and absolute discretion, to extend the Closing Date for up to five (5) additional periods of thirty (30) days each (each, an "**Closing Date Extension Period**" and together, the "**Closing Date Extension Periods**"), provided Buyer delivers written notice to Buyer at least three (3) Business Days prior to the initial Closing Date or the expiration of the Closing Date Extension Period, as may be applicable.

5.2. **RESERVED.**

6. **RESERVED.**

7. **TITLE AND SURVEY.**

7.1. **State of Title.** Seller shall convey title to the Property by the Deed, transferring good, clear and marketable fee simple title, insurable at standard title insurance premiums and free and clear of all liens and other encumbrances other than the following (which shall hereinafter be referred to as the "**Permitted Encumbrances**"):

- (a) Provisions of the existing building and zoning laws;

(b) Easements, restrictions and reservations of record, if any, that are listed on Schedule B to the Title Commitment; subject, however, to other provisions of this Section 7; and

(c) Such real estate taxes for the then current fiscal year as are not yet due and payable.

7.2. Title Objections. Buyer shall undertake such examination of title to the Property and a survey of the Property containing all plottable matters disclosed by the Title Commitment (the "Survey") that it deems necessary or appropriate. Buyer may submit to Seller on or before that date that is ninety (90) days following the Effective Date ("Title Objection Date") such objections that Buyer may have to the state of title to, and survey of, the Property that exist as of the respective dates of the Title Commitment and Survey (the "Title Objections"). Seller shall have seven (7) Business Days from receipt of Buyer's Title Objections to notify Buyer whether Seller will agree to cause a Title Objection to be cured, removed or corrected ("Seller's Title Notice"). If, within the time specified, Seller fails to send Seller's Title Notice, then Seller shall be deemed to have elected not to cause any Title Objection to be cured, removed or corrected as aforesaid. Buyer may then, at its option, to be exercised on or before the later of (i) the Title Objection Date and (ii) that date which is three (3) Business Days following Buyer's receipt of Seller's Title Notice (or in the event Seller fails to deliver Seller's Title Notice, that date which is seven (7) Business Days after Seller's receipt of Buyer's Title Objections), either (x) terminate this Agreement and immediately receive from Escrow Agent the Deposit, in which event this Agreement, without further action of the parties, shall become null and void, and neither party shall have any further rights or obligations under this Agreement, or (y) elect to accept title to the Property as it then is, without any reduction in the Purchase Price. If Buyer fails to make either such election, Buyer shall be deemed to have elected option (y).

7.3. New Title and Survey Matters. If any new title or survey matter appears after the initial effective date of the Title Commitment or the initial date of the Survey (and without limiting Buyer's other rights and remedies contained in this Agreement), Buyer and Seller shall have the same rights and obligations and time and frames after the Title Objection Date with respect to any such new title or survey matter as they have in Section 7.2.

7.4. Monetary Liens. Notwithstanding anything to the contrary contained in this Agreement, Seller shall be obligated, and does hereby agree, (i) to payoff and discharge at or prior to Closing all Monetary Liens encumbering the Property whether or not any such Monetary Lien is the subject of a Title Objection, and (ii) to cure any matters that Seller agrees to cure, remove or correct in Seller's Title Notice.

7.5. Use of Purchase Price to Clear Title. To enable Seller to make conveyance as herein provided, Seller may (and Seller shall, with respect to Monetary Liens or other matters which Seller is obligated to cure), at the time of Closing, use the Purchase Price, or any part thereof, to cure the title of any or all matters which are either (i) Monetary Liens, or (ii) Title Objections, provided that all instruments so procured shall be delivered at Closing and the Title Company issues, at the Closing, its policy obtained by Buyer for the Property without exception for the matters so cured. If Seller shall fail to cure any Monetary Liens or other

matters which Seller is obligated to cure, Buyer shall have the right in Buyer's sole discretion to either (x) terminate this Agreement and (i) immediately receive from Escrow Agent the Deposit, and (ii) immediately receive from Seller Buyer's costs incurred in connection with the transaction contemplated by this Agreement, and thereafter this Agreement, without further action of the parties, shall become null and void, and neither party shall have any further rights or obligations under this Agreement, (y) elect to satisfy and cure any such matter, and setoff the cost and expense thereof from the Purchase Price at Closing, or (z) elect to accept title to the Property as it then is, without any reduction in the Purchase Price.

8. **OPERATION OF PROPERTY THROUGH CLOSING.**

8.1. General Management and Operation Practices. Except as otherwise provided in this Section 8, Seller shall manage and operate the Property in accordance with sound and prudent business practices and keep the Property in good condition and repair, ordinary wear and tear excepted. Except as set forth in this Agreement to the contrary, Seller will not make any material change in its management or operation of the Property or in its normal and customary practices.

8.2. Encumbrances. Seller shall not sell, mortgage, pledge, hypothecate or otherwise transfer or dispose of all or any part of the Property or any interest therein nor shall Seller enter into any matter of record or initiate, consent to, approve or otherwise take any action with respect to zoning or any other governmental rules or regulations presently applicable to all or any part of the Property.

8.3. Changes in Representations and Warranties. Seller shall promptly give written notice to Buyer after obtaining actual knowledge of the occurrence of any event which affects, in any material respect, the truth or accuracy of any representations or warranties made by Seller under or pursuant to this Agreement.

8.4. Maintenance of Existing Insurance. Seller shall maintain in full force and effect its existing insurance coverages.

8.5. Leases. Seller shall not execute any leases, licenses, tenancies or occupancy agreements without the prior written consent of Buyer, which Buyer may withhold in its sole discretion.

8.6. Service Contracts. Seller will not enter into any service, maintenance, supply or other contract or equipment lease relating to the operation of the Property in any way adversely affecting the Property without the prior written consent of Buyer, which Buyer may withhold in its sole discretion, and specifically excluding herefrom continuation of contracts presently in effect and contracts required for the general operation of the businesses at the Property.

8.7. Notices. Within five (5) Business Days after receipt, Seller shall provide Buyer with true and complete copies of any written notices that Seller receives from any governmental authority with respect to (i) any special assessments or proposed increases in the valuation of the Property; (ii) any condemnation or eminent domain proceedings affecting the

Property or any portion thereof; or (iii) any violation of any environmental law or any zoning, health, fire, safety or other law, regulation or code applicable to the Property.

8.8. Litigation. Seller will advise Buyer of any litigation, arbitration proceeding or administrative hearing within three (3) Business Days after receipt of notice thereof which is instituted after the Effective Date and which concerns or affects Seller or the Property.

8.9. Reserved.

9. **SELLER'S DELIVERIES AT CLOSING.**

At or prior to Closing, Seller shall do, deliver or cause the following (collectively, together with any and all other documents and items that Seller is obligated to deliver pursuant to this Agreement, the "**Seller Deliverables**"):

9.1. Deed. Seller shall execute, acknowledge and deliver to Buyer, a quitclaim deed (the "**Deed**") in the form attached hereto as Exhibit B, sufficient to transfer and convey to Buyer or Buyer's designee fee simple title to the Property subject only to the Permitted Encumbrances.

9.2. Assignment of General Intangibles and Intellectual Property. Seller shall execute and deliver an assignment of general intangibles and intellectual property (the "**Assignment of General Intangibles**") in the form attached hereto as Exhibit C.

9.3. Authority and Entity Documentation. Seller shall deliver such entity documents, certificates, resolutions and legal existence and good standing certificates as may be reasonably and customarily required by the Title Company.

9.4. Affidavits. Seller shall execute and deliver such affidavits or indemnities as the Title Company shall reasonably require in order to effectuate the Closing on a "gap" basis prior to recording the Deed and delete from any title insurance policy or endorsement thereto obtained by Buyer at the Closing those exceptions relating to mechanic's and materialman's liens or parties in possession on the Property.

9.5. Possession. Seller shall deliver possession of the Property free of occupants, and free of all personal property, equipment, trash or debris, and otherwise in the condition as required by this Agreement.

9.6. Title Documents. If Seller has any obligation pursuant to this Agreement to cure Title Objections or Survey Objections pursuant to Section 7, Seller shall deliver the means necessary to effect such cure.

9.7. 1099-S Report Filing. Seller shall execute a real estate transaction reporting form, if required by Section 6045 of the Internal Revenue Code of 1986, as amended as provided by any settlement agent or the Title Company.

9.8. FIRPTA Affidavit. Seller shall execute a non-foreign person affidavit required by Section 1445 of the Internal Revenue Code of 1986, as amended as provided by any settlement agent or the Title Company.

9.9. Seller's Closing Certificate. Seller shall execute and deliver to Buyer a certificate executed confirming that Seller's representations and warranties contained are true and correct in all material respects on the Closing Date.

9.10. Non-Exercise Notice and Chapter 61A Certificate. Seller shall deliver to Buyer the Non-Exercise Notice and 61A Certificate.

9.11. Closing Statement. Seller shall execute and deliver to Buyer a closing statement in customary form.

9.12. Other Documents. Seller shall execute and deliver such other instruments and documents and do such other acts as may be reasonably necessary for the consummation of the transactions provided for in this Agreement.

10. **BUYER'S DELIVERIES AT CLOSING.**

At Closing, Buyer shall do or deliver the following:

10.1. Balance of the Purchase Price. Buyer shall deliver to Escrow Agent the balance of the Purchase Price, as adjusted by Section 11 hereof.

10.2. Authority and Entity Documentation. Buyer shall deliver such entity documents, resolutions and legal existence and good standing certificates as may be required by the Title Company.

10.3. Assignment of General Intangibles. Buyer shall execute and deliver the Assignment of General Intangibles.

10.4. Closing Statement. Buyer shall execute and deliver to Seller a closing statement in customary form.

10.5. Other Documents. Buyer shall execute and deliver such other instruments and documents and do such other acts as may be reasonably necessary for the consummation of the transactions provided for in this Agreement.

11. **ADJUSTMENTS AND POST-CLOSING COLLECTIONS; CLOSING COSTS.**

11.1. Adjustments. Real estate taxes for the then current fiscal year shall be apportioned as of the Closing Date, as if Buyer is the owner of the Property on the Closing Date. If the amount of said real estate taxes is not known at the time of the Closing, 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. Seller shall be responsible for, and shall pay on or before Closing (or from the Closing proceeds due to Seller in a manner satisfactory to Buyer and the Title Company) hereunder, any and all so-called rollback taxes and conveyance taxes due pursuant to M.G.L. c. 61A resulting from a change of use of the Property, withdrawal of the property of said c. 61A, from the sale of the Property hereunder, or otherwise pursuant to M.G.L. c. 61A. Any deposits on utilities paid by Seller shall be returned to Seller.

11.2. Reserved.

11.3. Reserved.

11.4. Reserved.

11.5. Closing Costs.

11.5.1. Seller's Closing Costs. Seller shall pay the following costs and expenses in connection with the transaction contemplated by this Agreement:

(a) All recording fees for releasing any Monetary Liens or other liens on the Property that Seller is obligated to remove hereunder; and

(b) All State, County and local transfer taxes payable upon the transfer of the Property to Buyer;

(c) The fee payable to the Broker in connection with the sale of the Property;

(d) Reserved;

(e) Any and all costs incurred by Seller in connection with the preparation, review and negotiation of this Agreement and the transactions and the Closing contemplated by this Agreement, including Seller's attorneys' or consultancy fees.

11.6. Buyer's Closing Costs. Buyer shall pay the following costs and expenses in connection with the transaction contemplated by this Agreement:

(a) The Escrow Agent's escrow fees;

(b) Any and all costs associated with any financing Buyer may obtain to consummate the acquisition of the Property;

(c) The cost of the Title Report, the Title Insurance Policy, and the Survey;

(d) Any and all costs incurred by Buyer in connection with the preparation, review and negotiation of this Agreement and the transactions and the Closing

contemplated by this Agreement, including any expenses associated with Buyer's investigation of the Property, and any attorneys' or consultancy fees.

11.7. Survival. The provisions of this Section 11 shall survive the Closing to the extent any monies may be payable pursuant to this Section 11 to either party subsequent to the transfer of title to the Property to Buyer.

12. **REPRESENTATIONS AND WARRANTIES.**

12.1. Seller's Representations and Warranties. As a material inducement to Buyer to execute this Agreement and to consummate this transaction, Seller represents and warrants to Buyer that:

12.1.1. Authority and Standing. Seller is duly organized, validly existing and qualified and empowered to conduct its business, and has full power and authority to enter into and fully perform and comply with the terms of this Agreement. The person executing this Agreement on behalf of Seller is duly authorized to do so. The execution and delivery of this Agreement will not conflict with or result in the breach of any contract, agreement, law, rule or regulation to which Seller is a party or by which Seller or the Property is bound. This Agreement is valid and enforceable against Seller in accordance with its terms and each instrument to be executed by Seller pursuant to this Agreement or in connection herewith will, when executed and delivered, be valid and enforceable against Seller in accordance with its terms. There are no attachments, executions, assignments for the benefit of creditors, or voluntary or involuntary proceedings in bankruptcy or under other debtor relief laws contemplated by, pending or threatened against Seller.

12.1.2. Documents and Records. Seller has provided Buyer with or has made available to Buyer all documents, books, records and any other materials (including, without limitation, any environmental reports) relating to or concerning the Property which Seller has in its possession or are in the possession of Seller's property manager or counsel.

12.1.3. Actions. There is no suit, action or administrative proceeding pending or threatened against Seller or the Property before or by any federal or state court, commission, regulatory body, administrative agency or other governmental body, domestic or foreign, nor is there any action or proceeding pending or threatened which challenges or impairs Buyer's ability to execute, deliver or perform its obligations under, this Agreement.

12.1.4. Notice of Violations. Seller has received no written notice that the Property (or any part thereof) violates any laws, rules and regulations of any federal, state, city or county government or any agency, body, or subdivision thereof having any jurisdiction over the Property that have not been resolved to the satisfaction of the issuer of the notice.

12.1.5. Zoning. Seller has received no written notice concerning any change in the zoning classification of the Property.

12.1.6. Contracts. Seller has received no written notice from any third party, alleging any violation or default by Seller under any contract or other agreement affecting the Property, including, without limitation, any recorded documents.



12.1.7. Agreements to Lease, Sell, Etc. Except for this Agreement, Seller has not entered into any agreement to lease, sell, mortgage or otherwise encumber or dispose of its interest in the Property or any part thereof.

12.1.8. Withholding Obligation. Seller is not a “foreign person” within the meaning of Section 1445 of the Internal Revenue Code.

12.1.9. Condemnation. Seller has received no written notice of any existing, proposed or contemplated eminent domain proceeding or plan to widen, modify or realign the streets abutting or providing access to the Property.

12.1.10. Notices from Insurers. Seller has received no written notice from any insurer with respect to any defects or inadequacies of all or any part of the Property or the use or operation thereof.

12.1.11. Occupancy Agreements. There are no leases, licenses, concessions or other occupancy agreements in effect with respect to the Property.

12.1.12. Service Contracts. There are no service, maintenance, supply, or other contracts or equipment leases relating to the operation of the Property or in any way affecting the Property in effect on the date of this Agreement (except thereof the Golf Cart Lease, which Seller shall terminate on or before the Closing with no additional cost to Buyer).

12.1.13. Financial Information. The financial statements delivered or made available to Buyer are true and correct copies of those generated by Seller or its property manager in the ordinary course of the management and operation of the Property, to the best of Seller’s knowledge and belief.

12.1.14. Employees. Seller has no employees and Seller has not entered into any management contracts, employment contracts or labor union contracts which shall survive Closing.

12.1.15. Governmental Agreements. There are no agreements with governmental authorities, agencies, utilities or quasi-governmental entities which affect the Property or Seller and which will be binding on Buyer after Closing except as reflected on the record title.

12.1.16. Other Material Agreements. There are no agreements with any third parties which affect the Property or Seller and which will be binding on Buyer or the Property after Closing, other than those which Buyer elects to assume and those agreements which are disclosed in the Title Commitment.

12.1.17. Bankruptcy. No proceeding has been filed by or against Seller pursuant to the United States Bankruptcy Code, or any state laws relating to bankruptcy or insolvency, seeking liquidation or a reorganization or arrangement with their creditors, or the appointment of a trustee or receiver for any of their assets or business.

12.1.18. OFAC. Seller is in compliance with the requirements of Executive Order No. 13224, 66 Fed. Reg. 49079 (September 25, 2001) (the “**Order**”) and other similar requirements contained in the rules and regulations of the office of Foreign Assets Control, Department of the Treasury (“**OFAC**”) and in any enabling legislation or other Executive Orders or regulations in respect thereof (the Order and such other rules, regulations, legislation, or orders are collectively called the “**Orders**”). Neither Seller, nor to the best of Seller’s knowledge, any beneficial owner of Seller:

(a) is listed on the Specially Designated Nationals and Blocked Persons List maintained by OFAC pursuant to the Order and/or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable Orders (such lists are collectively referred to as the “**Lists**”);

(b) is a person who has been determined by competent authority to be subject to the prohibitions contained in the Orders; or

(c) is owned or controlled by, nor acts for or on behalf of, any person or entity on the Lists or any other person or entity who has been determined by competent authority to be subject to the prohibitions contained in the Orders.

12.1.19. No Other Options. Other than this Agreement, the Property is not subject to any agreement(s) of sale or options, rights of first refusal or other rights of purchase by, through or under Seller, or to Seller’s best actual knowledge, by, through or under any other party; provided, however, that Buyer acknowledges that the Property is being taxed under Chapter 61A, and, therefore, may become subject to the statutory right of first refusal to purchase in favor of the Town of Lakeville pursuant to said Chapters 61A.

12.1.20. Tax Abatements. There are no pending tax abatement proceedings pending with respect to the Property and Improvements.

12.1.21. Separate Tax Parcels. The Property is comprised of one tax parcels, identified by the Lakeville, Massachusetts Assessor’s Department as Parcel ID #3973 at Map 059, Lot 001-004, which parcel constitute separate tax lots and do not constitute a portion of any other tax lots or parcels.

12.1.22. Utilities. The Property is served by, and connected to, municipal electric through Middleboro Gas and Electric, and cable. No other utilities are on site.

12.1.23. Environmental. Seller has not received any written notice from any governmental authority having jurisdiction over the Property or any third party of any violation of Applicable Environmental Law with respect to the Property or as result of migration of Hazardous Substances to adjacent properties, and to Seller’s knowledge, there are no Hazardous Substances on, in or under the Property, and the Property has never been used to generate, treat, store, dispose, transport or in any manner deal with Hazardous Substances. As used in this Agreement, the term “**Hazardous Substance**” shall mean any material or substance, including without limitation asbestos, polychlorinated biphenyls and petroleum products, that is currently listed as hazardous or toxic under Applicable Environmental Laws. As used in this Agreement, the term “**Applicable Environmental Laws**” shall mean any present and future Federal, Commonwealth of Massachusetts, or local laws, statutes, ordinances, rules, regulations,

or standards including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), 42 U.S.C. §§ 9601 et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §§ 6901 et seq.; the Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977 ("CWA"), 33 U.S.C. §§ 1251 et seq.; and the Toxic Substances Control Act ("TSCA"), 15 U.S.C. §§ 2601 et seq. as the foregoing have been amended from time to time to the date of this Agreement that apply to the Property and relate to Hazardous Substances.

12.2. Buyer's Representations and Warranties. As a material inducement to Seller to execute this Agreement and consummate this transaction, Buyer represents and warrants to Seller that:

12.2.1. Organization and Authority. Buyer has the full right and authority and has obtained any and all consents required therefor to enter into this Agreement, and to consummate or cause to be consummated the sale contemplated herein. The persons signing this Agreement on behalf of Buyer are authorized to do so. This Agreement and all of the documents to be delivered by Buyer at the Closing have been authorized and properly executed and will constitute the valid and binding obligations of Buyer, enforceable against Buyer in accordance with their terms.

12.2.2. Conflicts. There is no agreement to which Buyer is a party or, to Buyer's knowledge, binding on Buyer which is in conflict with this Agreement.

12.2.3. Actions. To the best of Buyer's knowledge, there is no action or proceeding pending or threatened which challenges or impairs Buyer's ability to execute, deliver or perform its obligations under, this Agreement.

12.3. Survival of Representations and Warranties. All representations and warranties set forth above shall be continuing and deemed remade as of the Closing Date and shall survive the Closing for a period of six (6) months.

### 13. CERTAIN CONDITIONS PRECEDENT.

At the option of Buyer, the obligations of Buyer under this Agreement are contingent and conditional upon any one or more of the following:

13.1. Representations and Warranties. Each and every material representation and warranty of Seller set forth in Section 12.1 of this Agreement shall be true, correct and complete to the best of Seller's knowledge as of Closing.

13.2. Seller's Performance. Seller shall not have breached its obligations under this Agreement.

13.3. No Material Adverse Change. No material adverse change in the condition of Property shall have occurred after the Effective Date.

13.4. Documents and Deliveries. All instruments and documents required on Seller's part to effectuate this Agreement and the transactions contemplated hereby shall be delivered at Closing and shall be in form and substance consistent with the requirements herein.

13.5. Environmental Compliance. The Property shall be in compliance in all material respects with all Applicable Environmental Laws.

13.6. MGL c. 61A. Seller shall promptly and diligently, in coordination with Buyer, comply with the provisions of MGL c. 61A, Section 14, including by providing the Town of Lakeville with a notice of intent to sell for other use. If the Town of Lakeville exercises the right of first refusal option under MGL c. 61A, Section 14, at Buyer's option, this Agreement shall terminate and the Deposit shall be returned to Buyer by Escrow Agent, in which event this Agreement shall, without further action of the parties, become null and void and neither party shall have any rights or obligations under this Agreement, except for the obligations of Buyer that expressly survive termination of this Agreement. If the Town of Lakeville fails to exercise such first refusal option or waives such right, the parties shall proceed under this Agreement and Seller shall (a) provide to Buyer for Closing evidence of such non-exercise or waiver in form and substance reasonably satisfactory to Buyer and the Title Company, ("**Non-Exercise Notice**") and (b) cause the release of all lien(s) from the Property (including without limitation for so-called rollback taxes and conveyance taxes), and (c) deliver to Buyer at the Closing a certificate (the "**61A Certificate**") from the Town of Lakeville Assessor in recordable form indicating (a) the amount of all rollback and conveyance taxes applicable to the Property, and (b) that all such rollback taxes and conveyance taxes have been paid in full by Seller, all in form and substance reasonably satisfactory to Buyer and the Title Company. If the Town of Lakeville exercises the right of first refusal option under MGL c. 61A, Section 14, and acquires the Property thereby, this Agreement shall terminate and the Deposit shall be returned to Buyer by Escrow Agent, in which event this Agreement shall, without further action of the parties, become null and void and neither party shall have any rights or obligations under this Agreement, except for the obligations of Buyer that expressly survive termination of this Agreement.

#### 14. CASUALTY LOSS AND CONDEMNATION.

14.1. Material Damage or Condemnation. If, prior to Closing, the Property or any part thereof shall be destroyed or materially damaged by fire or other casualty, or condemned in any material respect (that is, damage or destruction which Buyer reasonably believes could be in excess of \$100,000.00, or a condemnation which impedes access to the Property or reduces the number of parking spaces serving the Improvements to the extent that such reduction causes a violation of any applicable law, rule, regulation or bylaw), Buyer shall have the option either to terminate this Agreement or to consummate the transaction contemplated by this Agreement notwithstanding such condemnation, destruction or material damage. If Buyer elects to consummate the transaction contemplated by this Agreement, Seller may, at Seller's option, allow Buyer a credit against the Purchase Price in an amount equal to the reasonably estimated cost of razing the damaged improvements and cleaning and grading any damaged portions of the Property as the parties shall mutually agree. If Buyer elects to terminate this Agreement, the Deposit shall be returned to Buyer by Escrow Agent, in which event this Agreement shall, without further action of the parties, become null and void and neither party

shall have any rights or obligations under this Agreement, except for the obligations of Buyer that expressly survive termination of this Agreement.

14.2. Other Damage or Condemnation. If, prior to Closing, there is any other damage or destruction or condemnation to the Property, in the case of damage or destruction, Seller may, at Seller's option, allow Buyer a credit against the Purchase Price in an amount equal to the reasonably estimated cost of razing the damaged improvements and cleaning and grading any damaged portions of the Property as the parties shall mutually agree, and in the case of a condemnation, Buyer shall be entitled to receive the condemnation proceeds.

15. **BROKERAGE WARRANTY.**

Buyer and Seller each represents to the other that it has not dealt with any broker or agent in connection with this transaction other than CBRE and Century 21 Classic Gold Realty (collectively, the "**Broker**"), to whom Seller shall pay a commission pursuant to a separate agreement if, as and when the Closing and funding occur, but not otherwise. Each party hereby indemnifies and holds harmless the other party from all loss, cost and expense (including reasonable attorneys' fees) arising out of a breach of its representation or undertaking set forth in this Section 15. The provisions of this Section 15 shall survive Closing or the termination of this Agreement without limitation.

16. **ACCEPTANCE OF DEED.**

The acceptance and recording of the Deed by Buyer shall be deemed to be a full performance and discharge of every agreement and obligation hereof, except such agreements or obligations which are, under or by the terms of this Agreement, to survive or be performed after the Closing.

17. **DEFAULT AND DAMAGES.**

17.1. Default by Buyer. If Buyer shall default in the performance of its material closing obligations under this Agreement without legal excuse and not cure such default within five (5) Business Days after written notice from Seller to Buyer, then as Seller's sole remedy for such default and upon written notice of termination from Seller to Buyer and to Escrow Agent, this Agreement shall terminate (except for this section and each of the other sections which expressly survive termination of this Agreement), and the Escrow Agent shall deliver the Deposit to Seller. In the event the sale of this Property is not consummated because of a default under this Agreement on the part of Buyer, Buyer and Seller agree that it would be extremely difficult and impractical to determine the amount and extent of detriment to Seller. Buyer and Seller therefor agree that, if Buyer defaults hereunder, Buyer's Deposit is a reasonable estimate of Seller's damages and that Seller shall be entitled to said sum as liquidated damages, which shall be Seller's sole and exclusive remedy, either at law or in equity as a result of such default.

17.2. Default by Seller. In the event Seller breaches or fails, without legal excuse, to complete the sale of the Property or to perform its obligations under this Agreement, Buyer may, as its sole and exclusive remedy therefor, (i) enforce specific performance of this Agreement against Seller; (ii) if susceptible of being cured, cure or attempt to cure the default of Seller, and if successful, the parties shall proceed to Closing in accordance herewith subject to

extension necessary to achieve a cure of the default and in which event, at Closing, Buyer may, if agreed to by Seller in Seller's sole discretion, receive a credit against the Purchase Price in the amount equal to Buyer's costs incurred in connection with the cure of such default, (iii) terminate this Agreement and receive a return of the Deposit (including all non-refundable portions thereof) or (iv) waive any such breach or failure and close the transaction without any reduction in the Purchase Price. If specific performance is not available to Buyer, Buyer shall have the right to obtain a return of the Deposit (including all non-refundable portions thereof) and to pursue all available rights and remedies at law or in equity (collectively, "**Buyer's Remedies**").

18. **MISCELLANEOUS PROVISIONS.**

18.1 **Notices.** All notices, requests and other communications hereunder shall be made in writing and delivered in hand or mailed by registered or certified first-class mail, postage prepaid, return receipt requested, or sent by commercial overnight courier delivery service, charges prepaid, or sent by email, addressed as follows:

If to Buyer:

NBP Lakeville LLC  
c/o NB Partners Fund III, LP  
401 Edgewater Place, Suite 265  
Wakefield, Massachusetts 01880  
Attention: Dean W. Atkins  
Email: [dean.atkins@northbridgecre.com](mailto:dean.atkins@northbridgecre.com)

With a copy to:

Mintz Levin Cohn Ferris Glovksy & Popeo, PC  
One Financial Center  
Boston, Massachusetts 02211  
Attention: Daniel O. Gaquin, Esq.  
Email: [dogaquin@mintz.com](mailto:dogaquin@mintz.com)

or at such other address for notice as Buyer shall last have furnished in writing to the person giving the notice;

If to Seller:

Derek A. Maksy  
44 Clear Pond Road  
Lakeville, MA 02347  
Email: [dmaksy@comcast.net](mailto:dmaksy@comcast.net)

With a copy to:

If to Escrow Agent:

First American Title Insurance Company  
800 Boylston Street, Suite 2820  
Boston, Massachusetts 02119  
Attention: Anthony J. Bucchere  
Email: [abucchere@firstam.com](mailto:abucchere@firstam.com)

or at such other address for notice as Seller shall last have furnished in writing to the person giving the notice. Any notice shall be deemed effective: upon receipt by email or hand delivery; the next day after sending if sent by overnight courier; or three (3) days after sending if sent by postal service.

18.2. Relationship of Parties. It is the intention of this Agreement to create the relationship of Seller and Buyer between the parties hereto and no other relationship whatsoever.

18.3. Waivers. No delay or omission by any party hereto to exercise any right or power accruing upon any noncompliance or failure of performance by the other party under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by any party hereto of any of the terms, covenants, conditions or agreements hereof to be performed by the other party must be in writing signed by the party charged and shall not be construed to be a waiver of any succeeding breach thereof or of any other term, covenant, condition or agreement herein contained.

18.4. Confidentiality. Neither party shall, without the prior written consent of the other party, disclose the existence of this Agreement, the identity of Buyer or Seller or any of the terms or conditions of the proposed transaction to any third party other than its accountants and attorneys, to the extent required by law or in connection with obtaining the Consent. All press releases or dissemination of information to the media, or responses to requests from the media, for information relating to the transaction contemplated herein shall be subject to the prior written approval of the other party. Notwithstanding the foregoing, Buyer hereby consents to the disclosure of this Agreement to applicable governmental authorities in order to obtain the 61A Certificate. Buyer shall also have the right to disclose this Agreement to the Town of Lakeville or other governmental agencies to facilitate obtaining permits and approvals desired by Buyer. This Section shall survive the Closing or the termination of this Agreement.

18.5. Section Headings. The section headings herein are for convenience and reference only, and in no way define or limit the scope and contents of this Agreement, or in any way affect its provisions.

18.6. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts shall together constitute one and the same instrument. Electronic signatures to, and facsimile, PDF and photocopies of this Agreement, fully executed, shall be deemed originals for all purposes.

18.7. Governing Law, Etc. This Agreement is to be governed by the laws of the Commonwealth of Massachusetts without regard to conflicts of laws of principles. This Agreement sets forth the entire agreement between the parties. This Agreement constitutes the entire agreement and final expression between parties for the matters covered herein. All prior

writings or oral communications are merged herein and superseded hereby, whether or not the same purport to be an agreement of the parties. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may be canceled, modified or amended only by written instrument executed by both Seller and Buyer. In any litigation or other dispute resolution regarding this Agreement or arising out of the transaction that is the subject of this Agreement, the prevailing party shall be paid all of its legal fees and related costs relating to such litigation or other dispute resolution.

18.8. Partial Invalidity. If any term or provision of this Agreement or the application thereof to any person, property or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons, properties and circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law, provided that any invalidity regarding payment to Seller of the Purchase Price shall void the entire Agreement.

18.9. Reserved.

18.10. Assignment. Buyer may assign this Agreement without the consent of Seller to any entity affiliated with Northbridge Partners LLC, a Massachusetts limited liability company (an "Affiliate Assignee"). No assignment shall release the Buyer herein named from any obligation or liability under this Agreement. Any Affiliate Assignee shall be deemed to have made any and all representations and warranties made by Buyer hereunder, as if such Affiliate Assignee were the original signatory hereto.

18.11. Attorneys' Fees. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs actually incurred.

18.12. Reserved.

18.13. Submission Not An Offer. The submission of a draft of this Agreement or a summary of some or all of its provisions, or the acceptance of a letter of intent to an agreement, does not constitute an offer to sell the Property or bind Seller and Buyer, it being understood and agreed that neither Seller nor Buyer shall be legally bound with respect to the sale or purchase of the Property unless and until this Agreement has been executed by both Seller and Buyer and a fully executed copy has been delivered to each of them.

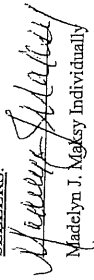
19. CONVEYANCING STANDARDS. ANY TITLE MATTER WHICH IS THE SUBJECT OF A TITLE, CONVEYANCING OR PRACTICE STANDARD OR CUSTOM OF THE COMMONWEALTH OF MASSACHUSETTS SHALL BE GOVERNED BY SUCH TITLE STANDARD OR PRACTICE TO THE EXTENT APPLICABLE.

[Signature Page Follows]



IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of the date and year first above written.

**SELLERS:**

  
Madelyn J. Maksy Individually

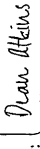
  
Derek A. Maksy, individually

**BUYER:**

**NBP III LAKEVILLE LLC,**  
a Delaware limited liability company,

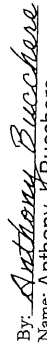
By: NB Partners Fund III GP, LLC  
a Delaware limited liability company,  
its general partner

Delegated by:

By:   
Name: Dean Atkins  
Title: Authorized Person

**ESCROW AGENT:**

**FIRST AMERICAN TITLE INSURANCE  
COMPANY**

By:   
Name: Anthony Bucchere  
Title: VP & Counsel

## Ch 61A Land Outline



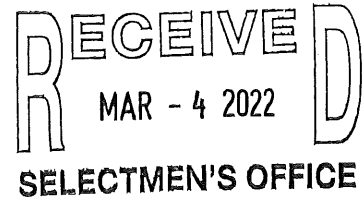
Depicted:

31 Stetson Lot  
1.93AC  
Book/Page: 35204/121  
Chapter 61A

Stetson Street Bog Land  
17AC (approx)  
Book/Page: 35204/121  
Chapter 61A

1 Cedar Berry Lane  
1.84AC  
Book/Page: 55642/225

Map includes some areas and structures that are excluded from Ch 61A. All areas are included for reference to ensure accuracy.



Derek Maksy  
1 Cedar Berry Lane,  
Lakeville, MA 02347

March 3, 2022

BY CERTIFIED MAIL TO ALL

Board of Selectmen  
Lakeville Town Hall  
346 Bedford Street  
Lakeville, MA 02347

Board of Assessors  
Lakeville Town Hall  
346 Bedford Street  
Lakeville, MA 02347

Planning Board  
Lakeville Town Hall  
346 Bedford Street  
Lakeville, MA 02347

Conservation Commission  
Lakeville Town Hall  
346 Bedford Street  
Lakeville, MA 02347

Department of Conservation and Recreation  
251 Causeway Street, Suite 900  
Boston, MA 02114-2104  
Attention: Commissioner

RE: Notice of Intent to sell recreational land assessed under G. L. Chapter 61B  
Section 9 as follows: land located at 44 Clear Pond Road, Lakeville, MA, and  
being shown as Assessors Map 059, Block 001, Lot 050.

Dear Sir or Madam:

Pursuant to Section 9 of Chapter 61B of the Massachusetts General Laws this Notice is being provided to you by Derek A Maksy and Madelyn J. Maksy, as Trustees of Webster Realty Trust (the "Owner"), with an address of 1 Cedar Berry Lane, Lakeville, MA 02347, the owners of record of the above described Land.

The property in question is located at 44 Clear Pond Drive, Lakeville, Massachusetts, is currently used as the Lakeville Country Club, and is described in a Statement of Intent to Sell Pursuant to MGL Chapter 61B, Section 9, which statement is attached hereto as Exhibit A. The property in question is shown on copies of the Town of Lakeville Assessors Map 059, Block 001, Lot 050, which are enclosed herewith.

Said Land is classified and assessed as recreational land under the provisions of M.G.L., Chapter 61B and is subject to two (2) notices of a recreational land tax lien by the Board of Assessors of your Town, the first against Lakeville Country Homes, Inc., which notice is recorded at the Plymouth County Registry of Deeds at Book 5223, Page 433, and a second against Derek A. Maksy and Madelyn J. Maksy which notice is recorded at the Plymouth County Registry of Deeds at Book 44784, Page 285. A copy of each lien is attached hereto for your reference.

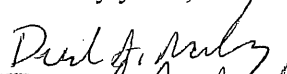
It is the Owner's intent to sell the Land for a use other than recreational in accordance with a bona fide offer the terms of which are set forth in a Purchase and Sale Agreement between the Owner and NPBIII Lakeville LLC (the "Buyer"), dated February 22, 2022 (the "Agreement"). A certified copy of said Agreement is enclosed herewith. The proposed sale price for the Land according to the Agreement is \$12,725,000. The Land is intended to be sold to Buyer together with contiguous land taxed under M.G.L. Chapter 61A (the "61A Land") pursuant to a separate Purchase and Sale Agreement between Derek A. Maksy and Madelyn J. Maksy and Buyer for additional consideration of \$900,000 (the "61A Sale Agreement") and other contiguous land and property not taxed under either M.G.L. Chapter 61A or Chapter 61B for consideration of \$1,375,000. The total consideration for the Land, the 61A Land, and the additional property is \$15,000,000. A true copy of the 61A Sale Agreement is being submitted to the Town under a separate Notice of Intent pursuant to M.G.L. Chapter 61A, Section 14.

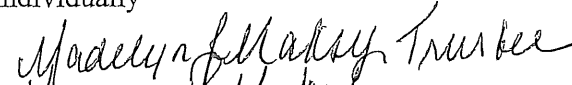
The Buyer is a subsidiary of NB Partners Fund III, L.P., which is sponsored and managed by NorthBridge Partners, LLC, a Massachusetts-based real estate investment firm focused on acquiring and developing industrial/logistics assets in the Northeast. The Buyer intends to use the Property for the development of a state-of-the-art warehouse and distribution facility.

Although the Town is entitled to a one hundred twenty-day period to exercise its option to purchase the land it would be greatly appreciated if the matter could be expedited sooner. Any notification to the undersigned that the option will not be exercised must be made in writing by the Board of Selectmen.

I have attached hereto as Exhibit B a form for the Board to sign in the event the option is not exercised.

Sincerely yours,

  
Derek A. Maksy Trustee  
Derek A. Maksy, as Trustee as aforesaid and  
individually

  
Madelyn J. Maksy  
Madelyn J. Maksy, as Trustee as aforesaid and  
individually

Enclosures

Exhibit A - Statement of Intent to Sell  
Exhibit B - Form of Decision on Town Option  
Tax Liens  
Certified Purchase and Sale Agreement  
Map of Subject Property

EXHIBIT "A"

**STATEMENT OF INTENT TO SELL PURSUANT TO MGL CHAPTER  
61B, SECTION 9**

The undersigned hereby states as follows:

1. It is the intent of the landowner, Derek A Maksy and Madelyn J. Maksy, as Trustees of Webster Realty Trust, to sell the following described property:

The land located at 44 Clear Pond Drive, Lakeville, Massachusetts, as follows:

- a. A certain parcel of land consisting of 138.10 acres more or less on and off 44 Clear Pond Drive, Lakeville, Massachusetts and being described in deed recorded with the Plymouth County Registry of Deeds in Book 40414, Page 202.
  - b. The property described above is shown the Town of Lakeville Assessors Assessors Map 059, Block 001, Lot 050.
2. The above described property is a portion of the property that is taxed pursuant to M.G.L. Chapter 61B.
  3. The proposed use of the land is for warehouse and distribution.
  4. The contact information for the landowner is as follows:

Derek Maksy  
1 Cedar Berry Lane,  
Lakeville, MA 02347  
Tel: 508-259-7937

  
\_\_\_\_\_  
Derek A. Maksy, Trustee

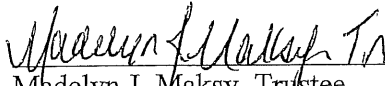
  
\_\_\_\_\_  
Madelyn J. Maksy, Trustee

EXHIBIT "B"

CHAPTER 61

DECISION ON TOWN OPTION

CHANGE IN USE OF CLASSIFIED LAND

Derek A. Maksy and Madelyn J. Maksy, Trustees  
Webster Realty Trust  
1 Cedar Berry Lane,  
Lakeville, MA 02347

[Form to be Confirmed with Town Counsel]

The Board of Selectmen of the Town of Lakeville, Massachusetts, has received a "Notice of Intent" from Derek A. Maksy and Madelyn J. Maksy, Trustees of the Webster Realty Trust, to sell land partially classified as recreational and taxed under the provisions of Chapter 61 of the General Law of the Commonwealth of Massachusetts.

Description of the land pertaining to this notice:

A certain parcel of land consisting of 138.10 acres more or less on and off 44 Clear Pond Drive, Lakeville, Massachusetts and being described in deed recorded with the Plymouth County Registry of Deeds in Book 40414, Page 202.

Title Reference: Deed recorded with Plymouth County Registry of Deeds in Book 40414, Page 215.

Owner of Record: Derek A. Maksy and Madelyn J. Maksy, Trustees of the Webster Realty Trust under Declaration of Trust dated October 6, 2011, recorded with the Plymouth County Registry of Deeds in Book 40414, Page 202.

Under Chapter 61B the Town of Lakeville has the option to purchase said land intended for sale for use other than recreational use under Chapter 61B. This notice is to inform you that the Lakeville Board of Selectmen has voted not to exercise said option.

Lakeville Board of Selectmen

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS

Plymouth, ss.

, 2022

On this \_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned notary public, personally appeared \_\_\_\_\_ as Board of Assessors for the Town of Lakeville, personally known to me or proved to me through evidence of identification, which was \_\_\_\_\_, to be the persons whose names are signed on the preceding document in my presence, and acknowledged to me that they had signed it voluntarily.

\_\_\_\_\_

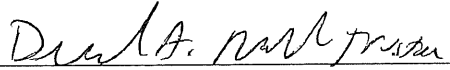
Notary Public

My commission expires

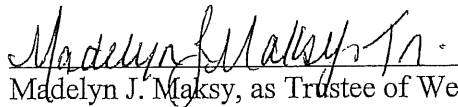


Certification

The undersigned, Derek A Maksy and Madelyn J. Maksy, Trustees of the Webster Realty Trust under Declaration of Trust dated October 6, 2011, recorded with the Plymouth County Registry of Deeds in Book 40414, Page 202, the owner of record of land located more or less on and off 44 Clear Pond Drive, Lakeville, Massachusetts, Lakeville, Massachusetts, shown on Town of Lakeville Assessors Map 059, Block 001, Lot 050, hereby certify that attached hereto is a true copy of the Purchase and Sale Agreement between said owners and NPBIII Lakeville LLC dated February 22, 2022, with respect to said property.



Derek A. Maksy, as Trustee of Webster Realty  
Trust



Madelyn J. Maksy, as Trustee of Webster Realty  
Trust

# Maksy 61B Land Outline



## Depicted:

44 Clear Pond  
131.48AC (approx)  
Book/Page: 40414/215  
Chapter 61B

31 Reservoir  
1.61AC (approx)  
Book/Page: 40414/215  
SF Buildable Lot

33 Reservoir  
1.61AC (approx)  
Book/Page: 40414/215  
SF Buildable Lot

59 Harcourt  
5.22AC  
Book/Page: 48309/345  
Solar Lot

Map includes some areas and structures that are excluded from Ch 61A. All areas are included for reference to ensure accuracy.

**PURCHASE AND SALE AGREEMENT**  
**44 Clear Pond Road, Lakeville, MA**

THIS PURCHASE AND SALE AGREEMENT (this "**Agreement**") is made and entered into as of this 22<sup>nd</sup> day of February, 2022 (the "**Effective Date**") by and between **Derek A. Maksy and Madelyn J. Maksy**, individuals, and **Derek A. Maksy and Madelyn J. Maksy**, as Trustees of the Webster Realty Trust u/d/t October 6, 2011 and recorded with the Plymouth County Registry of Deeds in Book 40414, Page 202, both having an address of 44 Clear Pond Road, Lakeville, Massachusetts 02347 (collectively, "**Seller**") and **NBPIII LAKEVILLE LLC**, a Delaware limited liability company, with an address at 401 Edgewater Place, Suite 265, Wakefield, Massachusetts 01880 ("**Buyer**").

**RECITALS**

**WHEREAS**, Seller is the owner of approximately 131 acres of land located at 44 Clear Pond Road, Lakeville, Massachusetts, which is currently taxed under Massachusetts General Laws Chapter 61B (excluding buildings); and

**WHEREAS**, Seller desires to sell to Buyer, and Buyer desires to acquire from Seller, such land on the terms and conditions set forth in this Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer agree as follows:

1. **DEFINITIONS.**

For the purposes of this Agreement, the following terms will have the following definitions:

**61B Certificate** shall have the meaning given such term in Section 13.6.

**Applicable Environmental Law** shall have the meaning given such term in Section 12.1.23.

**Business Day** means any day that is not a Saturday, Sunday, or state or federal holiday. Notwithstanding anything herein to the contrary, if the final date of any period, any date of performance or any deadline date which is set forth in this Agreement falls on a day that is not a Business Day, then such date will be extended to the next following Business Day.

**Buyer** shall have the meaning given such term in the introductory paragraph of this Agreement.

**Closing** shall have the meaning given such term in Section 5.1.

**Closing Date** shall mean the date that is one hundred eighty (180) days following the Effective Date, subject to Buyer's right to exercise those certain Closing Extension Periods, as may be applicable. Buyer shall have the right to accelerate the Closing Date in its sole discretion to any day earlier than the then-scheduled Closing Date by providing at least five (5) business days' prior notice to Seller.

**Closing Date Extension Periods** shall have that meaning given such term in Section 5.1.

**Deed** shall have the meaning given such term in Section 9.1.

**Deposit** shall have the meaning given such term in Section 3.2.1.

**Escrow Agent** shall mean First American Title Insurance Company.

**Intangible Property** shall have the meaning given such term in Sections 2(c).

**Land** shall have the meaning given such term in Section 2(a).

**Hazardous Substance** shall have the meaning given such term in Section 12.1.23.

**Monetary Liens** shall mean (i) mortgages or other security documents or similar encumbrances given to secure indebtedness for money borrowed, (ii) mechanics or materialman's liens, or (iii) any other encumbrances, including, without limitation, judgments, attachments, covenants, restrictions and executions which may be discharged by the payment of money or bonding in lieu thereof.

**Non-Exercise Notice** shall have the meaning given such term in Section 13.6.

**Permitted Encumbrances** shall have the meaning given such term in Section 7.1.

**Property** shall have the meaning given such term in Section 2.

**Purchase Price** means a sum equal to the sum of Twelve Million Seven Hundred Twenty-Five and 00/100 Dollars (\$12,725,000.00), to be paid as set forth in Section 3, as adjusted in accordance with Section 11 hereof.

**Seller** shall have the meaning given such term in the introductory paragraph of this Agreement.

**Survey** shall have the meaning given such term in Section 7.2.

**Title Commitment** shall mean the title commitment issued by the Title Company to Buyer with respect to the Property.

**Title Company** shall mean First American Title Insurance Company.

**Title Objections** shall have the meaning given such term in Section 7.2.

**Title Objection Date** shall have the meaning given such term in Section 7.2.

2. PURCHASE AND SALE.

Subject to the terms and conditions of this Agreement, Seller shall sell and convey to Buyer, and Buyer shall purchase from Seller, the following described property (all of which is hereinafter collectively referred to as the "**Property**"):

(a) that certain tract of real estate located in Town of Lakeville, County of Plymouth, Commonwealth of Massachusetts, which real estate is more particularly described in the attached Exhibit A, together with all right, title and interest of Seller in and to all easements, covenants, agreements, rights, privileges, tenements, hereditaments and appurtenances thereunto now or hereafter belonging or appertaining thereto (collectively, the "**Land**"); and

(b) all right, title and interest of Seller (whether now or hereafter existing) in and to any land lying in the bed of any street, alley, road or avenue (whether open, closed or proposed) within, in front of, behind or otherwise adjoining the Land or any of it, and all right, title and interest of Seller (whether now or hereafter existing) in and to any award made or to be made as a result or in lieu of condemnation, and in and to any award for damage to the Property or any part thereof by reason of casualty (all of the foregoing being included within the term "Land"); and

(c) all right, title and interest of Seller in and to all existing surveys, blue prints, construction drawings, plans and specifications, architect and contractor agreements, transferable warranties and guaranties and other documentation for or with respect to the construction or operation of the Property or any part thereof; all right, title and interest of Seller in and to all right, title and interest of Seller in and to all transferable licenses, permits, approvals or other like instruments applicable to the operation, use or enjoyment of the Property; all right, title and interest of Seller in and to any and all logos, designs, trademarks, service marks and trade names, copyrights, inventions, improvements (whether patentable or not), trade secrets, software, plans, methods, processes, designs, know-how, experience, concepts, studies, technology, proposals and any other intellectual property rights, related to the Property; and all right, title and interest in and to such other existing books, records and documents (including, without limitation, those relating to ad valorem taxes and leases) used in connection with the operation of the Property or any part thereof (collectively, the "**Intangible Property**"); and

(d) all right, title and interest of Seller in and to the other intangible personal property now or hereafter owned by Seller or in which Seller otherwise has an interest and used in connection with or arising from the business now or hereafter conducted on or from the Property or any part thereof, including, without limitation, claims, choses in action, development rights, names, and, if available, telephone exchange numbers, but only to the extent applicable to the period from and after the Closing Date (all of the foregoing being included within the term "Intangible Property"), and excluding all Equipment, pumps, Golf Carts, Tools, vehicles, Furniture, Computers, Personal Property and any intangible personal property representing accrued rights of Seller relating to its period of ownership (such as accounts receivable), as opposed to intangible personal property relating to the ongoing operation of the Property.

Excluded from the Property is Seller's interest in all improvements located on the Land, including the clubhouse, maintenance building, cart barn, and paved areas that are not taxed under MGL c. 61B.

3. **PURCHASE PRICE AND PAYMENT.**

3.1. **Purchase Price.** Subject to the adjustment provisions set forth in Section 11 hereof, Buyer shall pay (or cause payment of) the Purchase Price for the Property.

3.2. **Payment.** The Purchase Price shall be paid as follows:

3.2.1. Within three (3) Business Days after the execution of this Agreement by Seller and Buyer, Buyer shall deposit Two Hundred Thousand and 00/100 Dollars (\$200,000.00) (the "**Deposit**") in immediately available funds with Escrow Agent, to be held and disbursed pursuant to the provisions of this Agreement; and

3.2.2. At Closing, Buyer shall pay to Seller the Purchase Price less the Deposit, such sum to be paid by federal funds wire transferred to an account designated by Escrow Agent, subject, however, to such adjustments as are required by this Agreement.

4. **ESCROW OF DEPOSIT.**

4.1. **Escrow of Deposit.** The Deposit shall be held in escrow by Escrow Agent, subject to the terms and conditions of this Agreement. If the Closing shall occur, the Deposit shall be delivered to Seller and credited on behalf of Buyer towards the Purchase Price. If Buyer elects to terminate this Agreement for any reason in accordance with the provisions of this Agreement, the entire Deposit shall be delivered to Buyer forthwith. If the Closing does not occur on the Closing Date, and such failure to close is attributable to the default of Buyer under this Agreement, Escrow Agent shall, subject to Section 17.1 and upon notice from Seller to Escrow Agent and Buyer, deliver the Deposit to Seller on or after the fifth (5th) Business Day following its receipt of such notice. If the Closing does not occur on the Closing Date, and such failure to close is attributable to the default of Seller under this Agreement, Escrow Agent shall, subject to Section 17.2 and upon notice from Buyer to Escrow Agent and Seller, deliver the entire Deposit to Buyer on the third (3<sup>rd</sup>) Business Day following its receipt of such notice.

4.2. **Terms Governing Escrow Agent.** The Escrow Agent shall be subject to the following terms and conditions and no others:

(a) The duties and obligations of Escrow Agent shall be determined solely by the express provisions of this Agreement and no implied duties or obligations shall be read into this Agreement against Escrow Agent. Further, Escrow Agent shall be under no obligation to refer to any other documents between Buyer and Seller related in any way to this Agreement.

(b) Escrow Agent shall not be liable to anyone by reason of any error of judgment, or for any act done or step taken or omitted by the Escrow Agent in good faith, or for any mistake of fact or law, or for anything which the Escrow Agent may do or refrain from doing in connection herewith, unless caused by or arising out of the actual and intentional

misconduct of the Escrow Agent or any act of the Escrow Agent in willful disregard of this Agreement or involving gross negligence on the part of the Escrow Agent.

(c) In the event of any disagreement between Buyer and Seller resulting in adverse claims and demands being made in connection with or against the funds held in escrow, or in the event that either of Buyer or Seller objects to any proposed disposition of the Deposit, Escrow Agent shall refuse to comply with the claims or demands of either party until such disagreement is finally resolved (i) by Buyer and Seller as evidenced by a joint written direction to Escrow Agent, or (ii) by a court of competent jurisdiction (in proceedings which Escrow Agent or any other party may initiate, it being understood and agreed by Buyer and Seller that Escrow Agent has the authority (but no obligation) to initiate such proceedings).

(d) Buyer and Seller each agree to jointly and severally indemnify Escrow Agent against any and all losses, liabilities, costs (including reasonable attorney's fees) and other expenses in any way incurred by Escrow Agent in connection with or as a result of any disagreement between Buyer and Seller under this Agreement or otherwise incurred by Escrow Agent in any way on account of its role as escrow agent.

5. **CLOSING.**

5.1. **Closing Date.** Subject to the terms and conditions of this Agreement, Buyer and Seller shall close this transaction (the "**Closing**") at 4:00 p.m. Eastern Standard Time on the Closing Date, in escrow at the offices of Escrow Agent, or at such other time and place as Seller and Buyer shall agree in writing. If the date of Closing above provided for falls on a Saturday, Sunday, Monday or legal holiday, the Closing Date shall be the next Business Day. Buyer shall have right and option, in Buyer's sole and absolute discretion, to extend the Closing Date for up to five (5) additional periods of thirty (30) days each (each, an "**Closing Date Extension Period**" and together, the "**Closing Date Extension Periods**"), provided Buyer delivers written notice to Buyer at least three (3) Business Days prior to the initial Closing Date or the expiration of the Closing Date Extension Period, as may be applicable.

5.2 RESERVED.

6. **RESERVED.**

7. **TITLE AND SURVEY.**

7.1. **State of Title.** Seller shall convey title to the Property by the Deed, transferring good, clear and marketable fee simple title, insurable at standard title insurance premiums and free and clear of all liens and other encumbrances other than the following (which shall hereinafter be referred to as the "**Permitted Encumbrances**"):

- (a) Provisions of the existing building and zoning laws;
- (b) Easements, restrictions and reservations of record, if any, that are listed on Schedule B to the Title Commitment; subject, however, to other provisions of this Section 7; and

(c) Such real estate taxes for the then current fiscal year as are not yet due and payable.

7.2. Title Objections. Buyer shall undertake such examination of title to the Property and a survey of the Property containing all plottable matters disclosed by the Title Commitment (the "Survey") that it deems necessary or appropriate. Buyer may submit to Seller on or before that date that is ninety (90) days following the Effective Date ("Title Objection Date") such objections that Buyer may have to the state of title to, and survey of, the Property that exist as of the respective dates of the Title Commitment and Survey (the "Title Objections"). Seller shall have seven (7) Business Days from receipt of Buyer's Title Objections to notify Buyer whether Seller will agree to cause a Title Objection to be cured, removed or corrected ("Seller's Title Notice"). If, within the time specified, Seller fails to send Seller's Title Notice, then Seller shall be deemed to have elected not to cause any Title Objection to be cured, removed or corrected as aforesaid. Buyer may then, at its option, to be exercised on or before the later of (i) Title Objection Date and (ii) that date which is three (3) Business Days following Buyer's receipt of Seller's Title Notice (or in the event Seller fails to deliver Seller's Title Notice, that date which is seven (7) Business Days after Seller's receipt of Buyer's Title Objections), either (x) terminate this Agreement and immediately receive from Escrow Agent the Deposit, in which event this Agreement, without further action of the parties, shall become null and void, and neither party shall have any further rights or obligations under this Agreement, or (y) elect to accept title to the Property as it then is, without any reduction in the Purchase Price. If Buyer fails to make either such election, Buyer shall be deemed to have elected option (y).

7.3. New Title and Survey Matters. If any new title or survey matter appears after the initial effective date of the Title Commitment or the initial date of the Survey (and without limiting Buyer's other rights and remedies contained in this Agreement), Buyer and Seller shall have the same rights and obligations and time and frames after the Title Objection Date with respect to any such new title or survey matter as they have in Section 7.2.

7.4. Monetary Liens. Notwithstanding anything to the contrary contained in this Agreement, Seller shall be obligated, and does hereby agree, (i) to payoff, satisfy, release and discharge at or prior to Closing all Monetary Liens encumbering the Property whether or not any such Monetary Lien is the subject of a Title Objection, and (ii) to cure any matters that Seller agrees to cure, remove or correct in Seller's Title Notice.

7.5. Use of Purchase Price to Clear Title. To enable Seller to make conveyance as herein provided, Seller may (and Seller shall, with respect to Monetary Liens or other matters which Seller is obligated to cure), at the time of Closing, use the Purchase Price, or any part thereof, to cure the title of any or all matters which are either (i) Monetary Liens, or (ii) Title Objections, provided that all instruments so procured shall be delivered at Closing and the Title Company issues, at the Closing, its policy obtained by Buyer for the Property without exception for the matters so cured. If Seller shall fail to cure any Monetary Liens or other matters which Seller is obligated to cure, Buyer shall have the right in Buyer's sole discretion to either (x) terminate this Agreement and (i) immediately receive from Escrow Agent the Deposit, and (ii) immediately receive from Seller Buyer's costs incurred in connection with the transaction contemplated by this Agreement, and thereafter this Agreement, without further action of the parties, shall become null and void, and neither party shall have any further rights



or obligations under this Agreement, (y) elect to satisfy and cure any such matter, and setoff the cost and expense thereof from the Purchase Price at Closing, or (z) elect to accept title to the Property as it then is, without any reduction in the Purchase Price.

8. **OPERATION OF PROPERTY THROUGH CLOSING.**

8.1. **General Management and Operation Practices.** Except as otherwise provided in this Section 8, Seller shall manage and operate the Property in accordance with sound and prudent business practices and keep the Property in good condition and repair, ordinary wear and tear excepted. Except as set forth in this Agreement to the contrary, Seller will not make any material change in its management or operation of the Property or in its normal and customary practices.

8.2. **Encumbrances.** Seller shall not sell, mortgage, pledge, hypothecate or otherwise transfer or dispose of all or any part of the Property or any interest therein nor shall Seller enter into any matter of record or initiate, consent to, approve or otherwise take any action with respect to zoning or any other governmental rules or regulations presently applicable to all or any part of the Property.

8.3. **Changes in Representations and Warranties.** Seller shall promptly give written notice to Buyer after obtaining actual knowledge of the occurrence of any event which affects, in any material respect, the truth or accuracy of any representations or warranties made by Seller under or pursuant to this Agreement.

8.4. **Maintenance of Existing Insurance.** Seller shall maintain in full force and effect its existing insurance coverages.

8.5. **Leases.** Seller shall not execute any leases, licenses, tenancies or occupancy agreements without the prior written consent of Buyer, which Buyer may withhold in its sole discretion.

8.6. **Service Contracts.** Seller will not enter into any service, maintenance, supply or other contract or equipment lease relating to the operation of the Property in any way adversely affecting the Property without the prior written consent of Buyer, which Buyer may withhold in its sole discretion, and specifically excluding herefrom continuation of contracts presently in effect and contracts required for the general operation of the businesses at the Property.

8.7. **Notices.** Within five (5) Business Days after receipt, Seller shall provide Buyer with true and complete copies of any written notices that Seller receives from any governmental authority with respect to (i) any special assessments or proposed increases in the valuation of the Property; (ii) any condemnation or eminent domain proceedings affecting the Property or any portion thereof; or (iii) any violation of any environmental law or any zoning, health, fire, safety or other law, regulation or code applicable to the Property.

8.8. **Litigation.** Seller will advise Buyer of any litigation, arbitration proceeding or administrative hearing within three (3) Business Days after receipt of notice

thereof which is instituted after the Effective Date and which concerns or affects Seller or the Property.

8.9. Reserved.

9. **SELLER'S DELIVERIES AT CLOSING.**

At or prior to Closing, Seller shall do, deliver or cause the following (collectively, together with any and all other documents and items that Seller is obligated to deliver pursuant to this Agreement, the "**Seller Deliverables**"):

9.1. Deed. Seller shall execute, acknowledge and deliver to Buyer, a quitclaim deed (the "**Deed**") in the form attached hereto as Exhibit B, sufficient to transfer and convey to Buyer or Buyer's designee fee simple title to the Property subject only to the Permitted Encumbrances.

9.2. Assignment of General Intangibles and Intellectual Property. Seller shall execute and deliver an assignment of general intangibles and intellectual property (the "**Assignment of General Intangibles**") in the form attached hereto as Exhibit C.

9.3. Authority and Entity Documentation. Seller shall deliver such entity documents, certificates, resolutions and legal existence and good standing certificates as may be reasonably and customarily required by the Title Company.

9.4. Affidavits. Seller shall execute and deliver such affidavits or indemnities as the Title Company shall reasonably require in order to effectuate the Closing on a "gap" basis prior to recording the Deed and delete from any title insurance policy or endorsement thereto obtained by Buyer at the Closing those exceptions relating to mechanic's and materialman's liens or parties in possession on the Property.

9.5. Possession. Seller shall deliver possession of the Property free of occupants, and free of all personal property, equipment, trash or debris, and otherwise in the condition as required by this Agreement.

9.6. Title Documents. If Seller has any obligation pursuant to this Agreement to cure Title Objections or Survey Objections pursuant to Section 7, Seller shall deliver the means necessary to effect such cure.

9.7. 1099-S Report Filing. Seller shall execute a real estate transaction reporting form, if required by Section 6045 of the Internal Revenue Code of 1986, as amended as provided by any settlement agent or the Title Company.

9.8. FIRPTA Affidavit. Seller shall execute a non-foreign person affidavit required by Section 1445 of the Internal Revenue Code of 1986, as amended as provided by any settlement agent or the Title Company.

9.9. Seller's Closing Certificate. Seller shall execute and deliver to Buyer a certificate executed confirming that Seller's representations and warranties contained are true and correct in all material respects on the Closing Date.

9.10. Non-Exercise Notice and Chapter 61B Certificate. Seller shall deliver to Buyer the Non-Exercise Notice and 61B Certificate.

9.11. Closing Statement. Seller shall execute and deliver to Buyer a closing statement in customary form.

9.12. Other Documents. Seller shall execute and deliver such other instruments and documents and do such other acts as may be reasonably necessary for the consummation of the transactions provided for in this Agreement.

10. **BUYER'S DELIVERIES AT CLOSING**.

At Closing, Buyer shall do or deliver the following:

10.1. Balance of the Purchase Price. Buyer shall deliver to Escrow Agent the balance of the Purchase Price, as adjusted by Section 11 hereof.

10.2. Authority and Entity Documentation. Buyer shall deliver such entity documents, resolutions and legal existence and good standing certificates as may be required by the Title Company.

10.3. Assignment of General Intangibles. Buyer shall execute and deliver the Assignment of General Intangibles.

10.4. Closing Statement. Buyer shall execute and deliver to Seller a closing statement in customary form.

10.5. Other Documents. Buyer shall execute and deliver such other instruments and documents and do such other acts as may be reasonably necessary for the consummation of the transactions provided for in this Agreement.

11. **ADJUSTMENTS AND POST-CLOSING COLLECTIONS; CLOSING COSTS**.

11.1. Adjustments. Real estate taxes for the then current fiscal year shall be apportioned as of the Closing Date, as if Buyer is the owner of the Property on the Closing Date. If the amount of said real estate taxes is not known at the time of the Closing, 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. Seller shall be responsible for, and shall pay on or before Closing (or from the Closing proceeds due to Seller in a manner satisfactory to Buyer and

the Title Company) hereunder, any and all so-called rollback taxes and conveyance taxes due pursuant to M.G.L. c. 61B resulting from a change of use of the Property, withdrawal of the property of said c. 61B, from the sale of the Property hereunder, or otherwise pursuant to M.G.L. c. 61B. Any deposits on utilities paid by Seller shall be returned to Seller.

11.2. Reserved.

11.3. Reserved.

11.4. Reserved.

11.5. Closing Costs.

11.5.1. Seller's Closing Costs. Seller shall pay the following costs and expenses in connection with the transaction contemplated by this Agreement:

(a) All recording fees for releasing any Monetary Liens or other liens on the Property that Seller is obligated to remove hereunder; and

(b) All State, County and local transfer taxes payable upon the transfer of the Property to Buyer;

(c) The fee payable to the Broker in connection with the sale of the Property;

(d) Reserved;

(e) Any and all costs incurred by Seller in connection with the preparation, review and negotiation of this Agreement and the transactions and the Closing contemplated by this Agreement, including Seller's attorneys' or consultancy fees.

11.6. Buyer's Closing Costs. Buyer shall pay the following costs and expenses in connection with the transaction contemplated by this Agreement:

(a) The Escrow Agent's escrow fees;

(b) Any and all costs associated with any financing Buyer may obtain to consummate the acquisition of the Property;

(c) The cost of the Title Report, the Title Insurance Policy, and the Survey;

(d) Any and all costs incurred by Buyer in connection with the preparation, review and negotiation of this Agreement and the transactions and the Closing contemplated by this Agreement, including any expenses associated with Buyer's investigation of the Property, and any attorneys' or consultancy fees.

11.7. Survival. The provisions of this Section 11 shall survive the Closing to the extent any monies may be payable pursuant to this Section 11 to either party subsequent to the transfer of title to the Property to Buyer.

12. REPRESENTATIONS AND WARRANTIES.

12.1. Seller's Representations and Warranties. As a material inducement to Buyer to execute this Agreement and to consummate this transaction, Seller represents and warrants to Buyer that:

12.1.1. Authority and Standing. Seller is duly organized, validly existing and qualified and empowered to conduct its business, and has full power and authority to enter into and fully perform and comply with the terms of this Agreement. The person executing this Agreement on behalf of Seller is duly authorized to do so. The execution and delivery of this Agreement will not conflict with or result in the breach of any contract, agreement, law, rule or regulation to which Seller is a party or by which Seller or the Property is bound. This Agreement is valid and enforceable against Seller in accordance with its terms and each instrument to be executed by Seller pursuant to this Agreement or in connection herewith will, when executed and delivered, be valid and enforceable against Seller in accordance with its terms. There are no attachments, executions, assignments for the benefit of creditors, or voluntary or involuntary proceedings in bankruptcy or under other debtor relief laws contemplated by, pending or threatened against Seller.

12.1.2. Documents and Records. Seller has provided Buyer with or has made available to Buyer all documents, books, records and any other materials (including, without limitation, any environmental reports) relating to or concerning the Property which Seller has in its possession or are in the possession of Seller's property manager or counsel.

12.1.3. Actions. There is no suit, action or administrative proceeding pending or threatened against Seller or the Property before or by any federal or state court, commission, regulatory body, administrative agency or other governmental body, domestic or foreign, nor is there any action or proceeding pending or threatened which challenges or impairs Buyer's ability to execute, deliver or perform its obligations under, this Agreement.

12.1.4. Notice of Violations. Seller has received no written notice that the Property (or any part thereof) violates any laws, rules and regulations of any federal, state, city or county government or any agency, body, or subdivision thereof having any jurisdiction over the Property that have not been resolved to the satisfaction of the issuer of the notice.

12.1.5. Zoning. Seller has received no written notice concerning any change in the zoning classification of the Property.

12.1.6. Contracts. Seller has received no written notice from any third party, alleging any violation or default by Seller under any contract or other agreement affecting the Property, including, without limitation, any recorded documents.

12.1.7. Agreements to Lease, Sell, Etc. Except for this Agreement, Seller has not entered into any agreement to lease, sell, mortgage or otherwise encumber or dispose of its interest in the Property or any part thereof.

12.1.8. Withholding Obligation. Seller is not a “foreign person” within the meaning of Section 1445 of the Internal Revenue Code.

12.1.9. Condemnation. Seller has received no written notice of any existing, proposed or contemplated eminent domain proceeding or plan to widen, modify or realign the streets abutting or providing access to the Property.

12.1.10. Notices from Insurers. Seller has received no written notice from any insurer with respect to any defects or inadequacies of all or any part of the Property or the use or operation thereof.

12.1.11. Occupancy Agreements. There are no leases, licenses, concessions or other occupancy agreements in effect with respect to the Property.

12.1.12. Service Contracts. There are no service, maintenance, supply, or other contracts or equipment leases relating to the operation of the Property or in any way affecting the Property in effect on the date of this Agreement (except thereof the Golf Cart Lease, which Seller shall terminate on or before the Closing with no additional cost to Buyer).

12.1.13. Financial Information. The financial statements delivered or made available to Buyer are true and correct copies of those generated by Seller or its property manager in the ordinary course of the management and operation of the Property, to the best of Seller’s knowledge and belief.

12.1.14. Employees. Seller has no employees and Seller has not entered into any management contracts, employment contracts or labor union contracts which shall survive Closing.

12.1.15. Governmental Agreements. There are no agreements with governmental authorities, agencies, utilities or quasi-governmental entities which affect the Property or Seller and which will be binding on Buyer after Closing except as reflected on the record title.

12.1.16. Other Material Agreements. There are no agreements with any third parties which affect the Property or Seller and which will be binding on Buyer or the Property after Closing, other than those which Buyer elects to assume and those agreements which are disclosed in the Title Commitment.

12.1.17. Bankruptcy. No proceeding has been filed by or against Seller pursuant to the United States Bankruptcy Code, or any state laws relating to bankruptcy or insolvency, seeking liquidation or a reorganization or arrangement with their creditors, or the appointment of a trustee or receiver for any of their assets or business.

12.1.18. OFAC. Seller is in compliance with the requirements of Executive Order No. 13224, 66 Fed. Reg. 49079 (September 25, 2001) (the “Order”) and other similar requirements contained in the rules and regulations of the office of Foreign Assets Control, Department of the Treasury (“OFAC”) and in any enabling legislation or other Executive Orders or regulations in respect thereof (the Order and such other rules, regulations, legislation, or orders are collectively called the “Orders”). Neither Seller, nor to the best of Seller’s knowledge, any beneficial owner of Seller:

(a) is listed on the Specially Designated Nationals and Blocked Persons List maintained by OFAC pursuant to the Order and/or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable Orders (such lists are collectively referred to as the “Lists”);

(b) is a person who has been determined by competent authority to be subject to the prohibitions contained in the Orders; or

(c) is owned or controlled by, nor acts for or on behalf of, any person or entity on the Lists or any other person or entity who has been determined by competent authority to be subject to the prohibitions contained in the Orders.

12.1.19. No Other Options. Other than this Agreement, the Property is not subject to any agreement(s) of sale or options, rights of first refusal or other rights of purchase by, through or under Seller, or to Seller’s best actual knowledge, by, through or under any other party; provided, however, that Buyer acknowledges that the Property is being taxed under MGL, Chapter 61B, and, therefore, may become subject to the statutory right of first refusal to purchase in favor of the Town of Lakeville pursuant to said Chapters 61B.

12.1.20. Tax Abatements. There are no pending tax abatement proceedings pending with respect to the Property.

12.1.21. Separate Tax Parcels. The Property is comprised of one tax parcels, identified by the Lakeville, Massachusetts Assessor’s Department as Parcel ID #4015 at Map 059, Lot 001-050, which parcel constitute separate tax lots and do not constitute a portion of any other tax lots or parcels.

12.1.22. Utilities. The Property is served by, and connected to, municipal electric through Middleboro Gas and Electric, and cable. No other utilities are on site.

12.1.23. Environmental. Seller has not received any written notice from any governmental authority having jurisdiction over the Property or any third party of any violation of Applicable Environmental Law with respect to the Property or as result of migration of Hazardous Substances to adjacent properties, and to Seller’s knowledge, there are no Hazardous Substances on, in or under the Property, and the Property has never been used to generate, treat, store, dispose, transport or in any manner deal with Hazardous Substances. As used in this Agreement, the term “Hazardous Substance” shall mean any material or substance, including without limitation asbestos, polychlorinated biphenyls and petroleum products, that is currently listed as hazardous or toxic under Applicable Environmental Laws. As used in this Agreement, the term “Applicable Environmental Laws” shall mean any present and future Federal, Commonwealth of Massachusetts, or local laws, statutes, ordinances, rules, regulations,

or standards including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), 42 U.S.C. §§ 9601 et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §§ 6901 et seq.; the Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977 ("CWA"), 33 U.S.C. §§ 1251 et seq.; and the Toxic Substances Control Act ("TSCA"), 15 U.S.C. §§ 2601 et seq. as the foregoing have been amended from time to time to the date of this Agreement that apply to the Property and relate to Hazardous Substances.

12.2. Buyer's Representations and Warranties. As a material inducement to Seller to execute this Agreement and consummate this transaction, Buyer represents and warrants to Seller that:

12.2.1. Organization and Authority. Buyer has the full right and authority and has obtained any and all consents required therefor to enter into this Agreement, and to consummate or cause to be consummated the sale contemplated herein. The persons signing this Agreement on behalf of Buyer are authorized to do so. This Agreement and all of the documents to be delivered by Buyer at the Closing have been authorized and properly executed and will constitute the valid and binding obligations of Buyer, enforceable against Buyer in accordance with their terms.

12.2.2. Conflicts. There is no agreement to which Buyer is a party or, to Buyer's knowledge, binding on Buyer which is in conflict with this Agreement.

12.2.3. Actions. To the best of Buyer's knowledge, there is no action or proceeding pending or threatened which challenges or impairs Buyer's ability to execute, deliver or perform its obligations under, this Agreement.

12.3. Survival of Representations and Warranties. All representations and warranties set forth above shall be continuing and deemed remade as of the Closing Date and shall survive the Closing for a period of six (6) months.

13. **CERTAIN CONDITIONS PRECEDENT.**

At the option of Buyer, the obligations of Buyer under this Agreement are contingent and conditional upon any one or more of the following:

13.1. Representations and Warranties. Each and every material representation and warranty of Seller set forth in Section 12.1 of this Agreement shall be true, correct and complete to the best of Seller's knowledge as of Closing.

13.2. Seller's Performance. Seller shall not have breached its obligations under this Agreement.

13.3. No Material Adverse Change. No material adverse change in the condition of Property shall have occurred after the Effective Date.



13.4. Documents and Deliveries. All instruments and documents required on Seller's part to effectuate this Agreement and the transactions contemplated hereby shall be delivered at Closing and shall be in form and substance consistent with the requirements herein.

13.5. Environmental Compliance. The Property shall be in compliance in all material respects with all Applicable Environmental Laws.

13.6. MGL c. 61B. Seller shall promptly and diligently, in coordination with Buyer, comply with the provisions of MGL c. 61B, Section 9, including by providing the Town of Lakeville with a notice of intent to sell for other use. If the Town of Lakeville exercises the right of first refusal option under MGL c. 61B, Section 9, at Buyer's option, this Agreement shall terminate and the Deposit shall be returned to Buyer by Escrow Agent, in which event this Agreement shall, without further action of the parties, become null and void and neither party shall have any rights or obligations under this Agreement, except for the obligations of Buyer that expressly survive termination of this Agreement. If the Town of Lakeville fails to exercise such first refusal option or waives such right, the parties shall proceed under this Agreement and Seller shall (a) provide to Buyer for Closing evidence of such non-exercise or waiver in form and substance reasonably satisfactory to Buyer and the Title Company, ("Non-Exercise Notice") and (b) cause the release of all lien(s) from the Property (including without limitation for so-called rollback taxes and conveyance taxes), and (c) deliver to Buyer at the Closing a certificate (the "61B Certificate") from the Town of Lakeville Assessor in recordable form indicating (a) the amount of all rollback and conveyance taxes applicable to the Property, and (b) that all such rollback taxes and conveyance taxes have been paid in full by Seller, all in form and substance reasonably satisfactory to Buyer and the Title Company. If the Town of Lakeville exercises the right of first refusal option under MGL c. 61B, Section 9, and acquires the Property thereby, this Agreement shall terminate and the Deposit shall be returned to Buyer by Escrow Agent, in which event this Agreement shall, without further action of the parties, become null and void and neither party shall have any rights or obligations under this Agreement, except for the obligations of Buyer that expressly survive termination of this Agreement.

#### 14. CASUALTY LOSS AND CONDEMNATION.

14.1. Material Damage or Condemnation. If, prior to Closing, the Property or any part thereof shall be destroyed or materially damaged by fire or other casualty, or condemned in any material respect (that is, damage or destruction which Buyer reasonably believes could be in excess of \$100,000.00, or a condemnation which impedes access to the Property or reduces the number of parking spaces serving the Improvements to the extent that such reduction causes a violation of any applicable law, rule, regulation or bylaw), Buyer shall have the option either to terminate this Agreement or to consummate the transaction contemplated by this Agreement notwithstanding such condemnation, destruction or material damage. If Buyer elects to consummate the transaction contemplated by this Agreement, Seller may, at Seller's option, allow Buyer a credit against the Purchase Price in an amount equal to the reasonably estimated cost of razing the damaged improvements and cleaning and grading any damaged portions of the Property as the parties shall mutually agree. If Buyer elects to terminate this Agreement, the Deposit shall be returned to Buyer by Escrow Agent, in which event this Agreement shall, without further action of the parties, become null and void and neither party

shall have any rights or obligations under this Agreement, except for the obligations of Buyer that expressly survive termination of this Agreement.

14.2. Other Damage or Condemnation. If, prior to Closing, there is any other damage or destruction or condemnation to the Property, in the case of damage or destruction, Seller may, at Seller's option, allow Buyer a credit against the Purchase Price in an amount equal to the reasonably estimated cost of razing the damaged improvements and cleaning and grading any damaged portions of the Property as the parties shall mutually agree, and in the case of a condemnation, Buyer shall be entitled to receive the condemnation proceeds.

15. BROKERAGE WARRANTY.

Buyer and Seller each represents to the other that it has not dealt with any broker or agent in connection with this transaction other than CBRE (the "**Broker**"), to whom Seller shall pay a commission pursuant to a separate agreement if, as and when the Closing and funding occur, but not otherwise. Each party hereby indemnifies and holds harmless the other party from all loss, cost and expense (including reasonable attorneys' fees) arising out of a breach of its representation or undertaking set forth in this Section 15. The provisions of this Section 15 shall survive Closing or the termination of this Agreement without limitation.

16. ACCEPTANCE OF DEED.

The acceptance and recording of the Deed by Buyer shall be deemed to be a full performance and discharge of every agreement and obligation hereof, except such agreements or obligations which are, under or by the terms of this Agreement, to survive or be performed after the Closing.

17. DEFAULT AND DAMAGES.

17.1. Default by Buyer. If Buyer shall default in the performance of its material closing obligations under this Agreement without legal excuse and not cure such default within five (5) Business Days after written notice from Seller to Buyer, then as Seller's sole remedy for such default and upon written notice of termination from Seller to Buyer and to Escrow Agent, this Agreement shall terminate (except for this section and each of the other sections which expressly survive termination of this Agreement), and the Escrow Agent shall deliver the Deposit to Seller. In the event the sale of this Property is not consummated because of a default under this Agreement on the part of Buyer, Buyer and Seller agree that it would be extremely difficult and impractical to determine the amount and extent of detriment to Seller. Buyer and Seller therefor agree that, if Buyer defaults hereunder, Buyer's Deposit is a reasonable estimate of Seller's damages and that Seller shall be entitled to said sum as liquidated damages, which shall be Seller's sole and exclusive remedy, either at law or in equity as a result of such default.

17.2. Default by Seller. In the event Seller breaches or fails, without legal excuse, to complete the sale of the Property or to perform its obligations under this Agreement, Buyer may, as its sole and exclusive remedy therefor, (i) enforce specific performance of this Agreement against Seller; (ii) if susceptible of being cured, cure or attempt to cure the default of Seller, and if successful, the parties shall proceed to Closing in accordance herewith subject to extension necessary to achieve a cure of the default and in which event, at Closing, Buyer may, if

agreed to by Seller in Seller's sole discretion, receive a credit against the Purchase Price in the amount equal to Buyer's costs incurred in connection with the cure of such default, (iii) terminate this Agreement and receive a return of the Deposit (including all non-refundable portions thereof) or (iv) waive any such breach or failure and close the transaction without any reduction in the Purchase Price. If specific performance is not available to Buyer, Buyer shall have the right to obtain a return of the Deposit (including all non-refundable portions thereof) and to pursue all available rights and remedies at law or in equity (collectively, "**Buyer's Remedies**").

18. **MISCELLANEOUS PROVISIONS.**

18.1 Notices. All notices, requests and other communications hereunder shall be made in writing and delivered in hand or mailed by registered or certified first-class mail, postage prepaid, return receipt requested, or sent by commercial overnight courier delivery service, charges prepaid, or sent by email, addressed as follows:

If to Buyer:

NBP Lakeville LLC  
c/o NB Partners Fund III, LP  
401 Edgewater Place, Suite 265  
Wakefield, Massachusetts 01880  
Attention: Dean W. Atkins  
Email: [dean.atkins@northbridgecre.com](mailto:dean.atkins@northbridgecre.com)

With a copy to:

Mintz Levin Cohn Ferris Glovksy & Popeo, PC  
One Financial Center  
Boston, Massachusetts 02211  
Attention: Daniel O. Gaquin, Esq.  
Email: [dogaquin@mintz.com](mailto:dogaquin@mintz.com)

or at such other address for notice as Buyer shall last have furnished in writing to the person giving the notice;

If to Seller:

Derek A. Maksy and Madelyn J. Maksy  
44 Clear Pond Road  
Lakeville, MA 02347  
Email: [dmaksy@comcast.net](mailto:dmaksy@comcast.net)

With a copy to:

If to Escrow Agent:

First American Title Insurance Company

800 Boylston Street, Suite 2820  
Boston, Massachusetts 02119  
Attention: Anthony J. Bucchere  
Email: [abucchere@firstam.com](mailto:abucchere@firstam.com)

or at such other address for notice as Seller shall last have furnished in writing to the person giving the notice. Any notice shall be deemed effective: upon receipt by email or hand delivery; the next day after sending if sent by overnight courier; or three (3) days after sending if sent by postal service.

18.2. Relationship of Parties. It is the intention of this Agreement to create the relationship of Seller and Buyer between the parties hereto and no other relationship whatsoever.

18.3. Waivers. No delay or omission by any party hereto to exercise any right or power accruing upon any noncompliance or failure of performance by the other party under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by any party hereto of any of the terms, covenants, conditions or agreements hereof to be performed by the other party must be in writing signed by the party charged and shall not be construed to be a waiver of any succeeding breach thereof or of any other term, covenant, condition or agreement herein contained.

18.4. Confidentiality. Neither party shall, without the prior written consent of the other party, disclose the existence of this Agreement, the identity of Buyer or Seller or any of the terms or conditions of the proposed transaction to any third party other than its accountants and attorneys, to the extent required by law or in connection with obtaining the Consent. All press releases or dissemination of information to the media, or responses to requests from the media, for information relating to the transaction contemplated herein shall be subject to the prior written approval of the other party. Notwithstanding the foregoing, Buyer hereby consents to the disclosure of this Agreement to applicable governmental authorities in order to obtain the 61B Certificate, and to disclose of the existence of the Agreement, but not the terms thereof, to the members of the golf club as set forth herein. Buyer shall also have the right to disclose this Agreement to the Town of Lakeville or other governmental agencies to facilitate obtaining permits and approvals desired by Buyer. This Section shall survive the Closing or the termination of this Agreement.

18.5. Section Headings. The section headings herein are for convenience and reference only, and in no way define or limit the scope and contents of this Agreement, or in any way affect its provisions.

18.6. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts shall together constitute one and the same instrument. Electronic signatures to, and facsimile, PDF and photocopies of this Agreement, fully executed, shall be deemed originals for all purposes.

18.7. Governing Law, Etc. This Agreement is to be governed by the laws of the Commonwealth of Massachusetts without regard to conflicts of laws of principles. This Agreement sets forth the entire agreement between the parties. This Agreement constitutes the

entire agreement and final expression between parties for the matters covered herein. All prior writings or oral communications are merged herein and superseded hereby, whether or not the same purport to be an agreement of the parties. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may be canceled, modified or amended only by written instrument executed by both Seller and Buyer. In any litigation or other dispute resolution regarding this Agreement or arising out of the transaction that is the subject of this Agreement, the prevailing party shall be paid all of its legal fees and related costs relating to such litigation or other dispute resolution.

18.8. Partial Invalidity. If any term or provision of this Agreement or the application thereof to any person, property or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons, properties and circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law, provided that any invalidity regarding payment to Seller of the Purchase Price shall void the entire Agreement.

18.9. Reserved.

18.10. Assignment. Buyer may assign this Agreement without the consent of Seller to any entity affiliated with Northbridge Partners LLC, a Massachusetts limited liability company (an "**Affiliate Assignee**"). No assignment shall release the Buyer herein named from any obligation or liability under this Agreement. Any Affiliate Assignee shall be deemed to have made any and all representations and warranties made by Buyer hereunder, as if such Affiliate Assignee were the original signatory hereto.

18.11. Attorneys' Fees. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs actually incurred.

18.12. Reserved.

18.13. Submission Not An Offer. The submission of a draft of this Agreement or a summary of some or all of its provisions, or the acceptance of a letter of intent to an agreement, does not constitute an offer to sell the Property or bind Seller and Buyer, it being understood and agreed that neither Seller nor Buyer shall be legally bound with respect to the sale or purchase of the Property unless and until this Agreement has been executed by both Seller and Buyer and a fully executed copy has been delivered to each of them.

19. CONVEYANCING STANDARDS. ANY TITLE MATTER WHICH IS THE SUBJECT OF A TITLE, CONVEYANCING OR PRACTICE STANDARD OR CUSTOM OF THE COMMONWEALTH OF MASSACHUSETTS SHALL BE GOVERNED BY SUCH TITLE STANDARD OR PRACTICE TO THE EXTENT APPLICABLE.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of the date and year first above written.

**SELLER:**

*Derek A. Maksy*  
 Derek A. Maksy, individually

*Madelyn J. Maksy*  
 Madelyn J. Maksy, individually

*Derek A. Maksy Trust*  
 Derek A. Maksy, Trustee of the Webster Realty Trust

*Madelyn J. Maksy Trust*  
 Madelyn J. Maksy, Trustee of the Webster Realty Trust

**BUYER:**

**NBIII LAKEVILLE LLC,**  
 a Delaware limited liability company,

By: **NB Partners Fund III GP, LLC**  
 a Delaware limited liability company,  
 its general partner

Designated by:  
 By: *Dean Helms*  
 Name: **DEAN HELMS**  
 Title: **Authorized Person**

**ESCROW AGENT:**

**FIRST AMERICAN TITLE INSURANCE COMPANY**

By: *Anthony J. Bucchiera*  
 Name: **Anthony J. Bucchiera**  
 Title: **VP & Counsel**