



# TOWN OF LAKEVILLE MEETING POSTING & AGENDA

Town Clerk's Time Stamp  
received & posted:

LAKEVILLE TOWN CLERK  
RCUD 2022 APR 13 PM2:15

48-hr notice effective  
when time stamped

Notice of every meeting of a local public body must be filed and time-stamped with the Town Clerk's Office at least 48 hours prior to such meeting (excluding Saturdays, Sundays and legal holidays) and posted thereafter in accordance with the provisions of the Open Meeting Law, MGL 30A §18-22 (Ch. 28-2009). Such notice shall contain a listing of topics the Chair reasonably anticipates will be discussed at the meeting.

Name of Board or Committee:	Planning Board
Date & Time of Meeting:	Thursday, April 14, 2022 at 7:00 p.m.
Location of Meeting:	Lakeville Police Station 323 Bedford Street, Lakeville, MA 02347
Clerk/Board Member posting notice:	Cathy Murray

Cancelled/Postponed to: \_\_\_\_\_ (circle one)

Clerk/Board Member Cancelling/Postponing: \_\_\_\_\_

## Revised A G E N D A

1. Introduce new Board member and reorganization of the Board
2. Site Plan Review – 2 Bedford Street – Thomas J. Parenteau of PBT Real Estate-applicant
  - Review request to continue
3. Fee Review Project – review final revisions
4. 13 Main Street – discuss possible Site Plan
5. Discussion concerning recommendation and acquisition of Chapter 61A and 61B land at Lakeville Country Club located at 44 Clear Pond Drive
6. Review the following Zoning Board of Appeals petition:
  - a. Steinberg/Collins – 7 Carrie Street
7. Approve the ~~March 24, 2022~~, February 24, 2022, Meeting Minutes
8. Discussion on recodification project
9. Appoint new SRPEDD representative
10. Review correspondence
11. Old Business
12. New Business
13. Next meeting. . . April 28, 2022
14. Any other business that may properly come before the Planning Board.
15. Adjourn

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

#2

**Cathy Murray, Appeals Board Clerk**

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**From:** Jilian Morton <jam@mortonlawllc.com>  
**Sent:** Wednesday, April 13, 2022 2:55 PM  
**To:** Cathy Murray, Appeals Board Clerk  
**Cc:** mjknnox05@gmail.com; Marc Resnick  
**Subject:** Re: 2 Bedford St Site Plan

We would like to continue until the 4/28 planning board meeting regarding the property on 2 Bedford Street.

This will allow for more time for engineering.

Thank you,  
Jilian A. Morton, Esq.

**The Law Offices of Bello & Morton, LLC**

184 Main Street  
Wareham, Massachusetts 02571  
508-295-2522  
[jam@mortonlawllc.com](mailto:jam@mortonlawllc.com)

**CONFIDENTIALITY NOTE**

The information contained in this email message is legally privileged and confidential information intended only for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any dissemination, distribution (other than delivery to the addresses) or copy of this email transmission is strictly prohibited. If you have received this email transmission in error, please immediately notify us by telephone and return the original message to us at the address above at our expense.

On Wed, Apr 13, 2022 at 2:50 PM Cathy Murray, Appeals Board Clerk <[cmurray@lakevillema.org](mailto:cmurray@lakevillema.org)> wrote:

Hi Jilian,

Just following up regarding the continuing of your hearing for 2 Bedford Street. Could you provide an email requesting a continuance and the date you would like to continue to.

Thanks

Cathy



# Town of Lakeville

PLANNING BOARD ♦ 346 Bedford Street ♦ Lakeville, MA 02347 ♦ 508-946-8803

#3

## PLANNING BOARD FEE SCHEDULE

DESCRIPTION	FEE	PROPOSED	COMMENT
Form A – Approval Not Required	\$100.00 Per Lot	\$250 per modified lot (property line adjustment)  \$500 per new lot	
Form B – Preliminary Plan	\$100.00 Per Plan	\$500 per plan + \$50 per lot	
Form C – Definitive Plan	\$700.00 + \$100.00 Per Lot	\$2000 per plan + \$500 per lot **	
Form C – Definitive Plan... Following submission of Form B at least 30 days prior to that of Form C	\$500.00 + \$100.00 Per Lot	\$1000 per plan + \$500 per lot **	
Repeat Petitions	\$100.00 Each	Delete line	
Changes	\$100.00 Each	\$ 500 + \$200 per lot modified	
Engineering Review Fee	As Billed by the Engineer	No Change	

## Town of Lakeville

PLANNING BOARD ♦ 346 Bedford Street ♦ Lakeville, MA 02347 ♦ 508-946-8803

Inspection Fees	\$4.00 / Lineal Feet of Road	As billed by the Engineer	
Retainer Fee Surety	<del>At the completion of road (Release of Covenant) a Retainer Fee of \$15.00 Per Lineal Foot of Road shall be held through bond or passbook with the Town Treasurer until such time as the Town accepts the Roadway.</del>	Surety shall be based on actual cost of construction.  *See Rules and Regulations for complete explanation	
Street Acceptance		\$250	
Site Plan Review	(Minor) – No Traffic, Drainage, or Signage Issues \$250.00  (Major) – In Public View \$1,000.00	Minor (Change of use or other minor site plan changes) \$500  Major- \$1,000 first acre plus \$500 per additional developed acre	
Special Permit DO District		\$1,000 first acre plus \$500 per additional developed acre	
Special Permit Water Development District		\$1,000 first acre plus \$500 per additional developed acre	
Chapter 43D - Expedited Local Permitting		\$1000 plus \$200 per residential unit or \$500 per developed acre	

Town of Lakeville

PLANNING BOARD ♦ 346 Bedford Street ♦ Lakeville, MA 02347 ♦ 508-946-8803

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Smart Growth Overlay District (SGOD)		\$1000 plus 200 per unit	
Waiver		\$100 each	
Note:			

#5

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

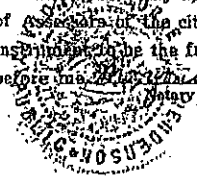
Parcel comprised of 174.17 acres more or less on assessors map number 59-Block 1-Lot 50 and 41, further described as Book 2735 Page 488 recorded in the Plymouth County Registry of Deeds October 22, 1959. This property fronts on Harcourt Avenue, Stetson Street and Crooked Lane.

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

Abraham L. VanLentzen  
Stetson M. Bonderson  
BOARD OF ASSESSORS

COMMONWEALTH OF MASSACHUSETTS

Plymouth ss. September 20, 19 82  
Then 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, Stetson M. Bonderson  
Notary Public Justice of the Peace



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



2014 00067613

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 Tracy  
Paul Melsky  
John Olivieri  
BOARD OF ASSESSORS

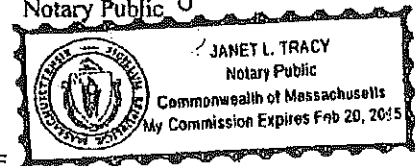
THE COMMONWEALTH OF MASSACHUSETTS

Plymouth ss.

On this 8th day of Sept 2014, before me, the undersigned notary public, personally appeared Janet M. Black, Paul Melsky & John Olivieri 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

THE COMMONWEALTH OF MASSACHUSETTS

Town of Lakeville

NAME OF CITY OR TOWN

OFFICE OF THE BOARD OF ASSESSORS

CLASSIFIED FOREST-AGRICULTURAL OR HORTICULTURAL-RECREATIONAL LAND TAX LIEN



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

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

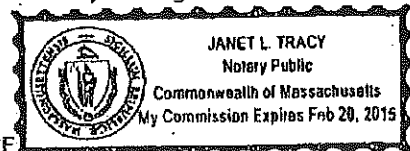
THE COMMONWEALTH OF MASSACHUSETTS

Plymouth ss.

On this 8th day of Sept, 2014, before me, the undersigned notary public, personally appeared Janet M. Black, Paul Mcurdy, Mr. John O'Neil, 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



#5

RECEIVED  
MAR - 4 2022  
SELECTMEN'S OFFICE

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.

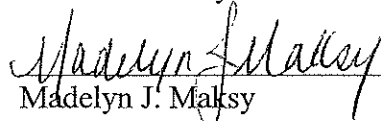
The Buyer is a subsidiary of NB Partners Fund III, L.P., which is sponsored and managed by NorthBridge Partners, LLC, a Massachusetts-based real estate investment firm focused on acquiring and developing industrial/logistics assets in the Northeast. The Buyer intends to use the Property for the development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

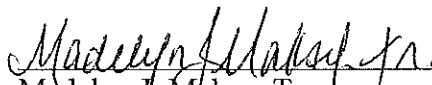
  
Madelyn J. Maksy, Trustee

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.

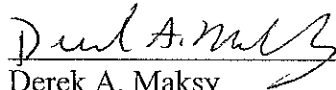
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Notary Public

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.

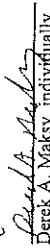
19. CONVEYANCING STANDARDS. ANY TITLE MATTER WHICH IS THE SUBJECT OF A TITLE, CONVEYANCING OR PRACTICE STANDARD OR CUSTOM OF THE COMMONWEALTH OF MASSACHUSETTS SHALL BE GOVERNED BY SUCH TITLE STANDARD OR PRACTICE TO THE EXTENT APPLICABLE.

[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

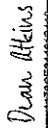
  
Derek A. Maksy, individually

**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.

— Designated by: —

By:   
Name: Dean Atkins  
Title: Authorized Person

**ESCROW AGENT:**

FIRST AMERICAN TITLE INSURANCE  
COMPANY

By:   
Name: Anthony A. Buccchere  
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.

RECEIVED #5  
MAR - 4 2022  
SELECTMEN'S OFFICE

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.

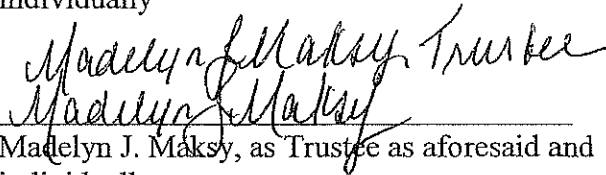
Although the Town is entitled to a one hundred twenty-day period to exercise its option to purchase the land it would be greatly appreciated if the matter could be expedited sooner. Any notification to the undersigned that the option will not be exercised must be made in writing by the Board of Selectmen.

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, as Trustee as aforesaid and  
individually

  
\_\_\_\_\_

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

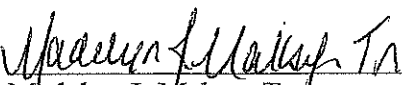
  
\_\_\_\_\_  
Madelyn J. Maksy, Trustee



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

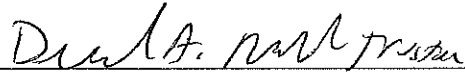
On this \_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned notary public, personally appeared \_\_\_\_\_ as Board of Assessors for the Town of Lakeville, personally known to me or proved to me through evidence of identification, which was \_\_\_\_\_, to be the persons whose names are signed on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

\_\_\_\_\_  
Notary Public

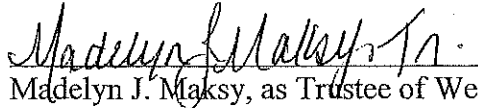
My commission expires

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.

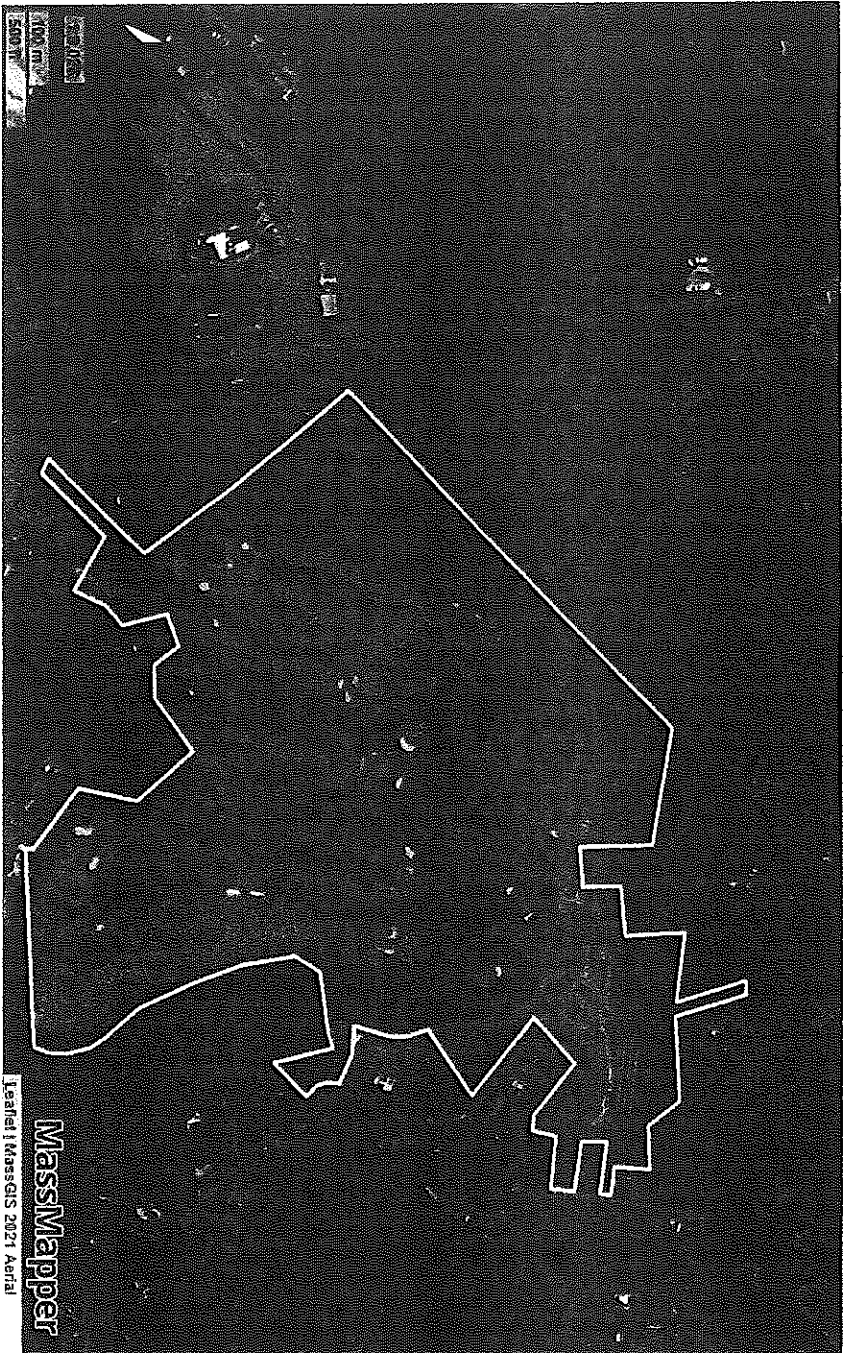


Derek A. Maksy, as Trustee of Webster Realty Trust



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:

NBP11 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: *Derek Maksy*  
 Name: ~~Derek Maksy~~  
 Title: Authorized Person

ESCROW AGENT:

FIRST AMERICAN TITLE INSURANCE  
 COMPANY

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





OFFICE OF  
ZONING BOARD OF APPEALS  
Secretary: Cathy Murray

**Town of Lakeville**  
Lakeville Town Office Building  
346 Bedford Street  
Lakeville, Massachusetts 02347

#6

**TO:** Building Department  
Planning Board ✓  
Conservation Commission  
Board of Health

**FROM:** Board of Appeals

**DATE:** March 28, 2022

**RE:** Attached Petition for Hearing  
Steinberg/Collins – 7 Carrie Street

Attached please find a copy of one (1) Petition for Hearing, which has been submitted to the Board of Appeals. The hearing for this petition will be held on April 21, 2022.

Please review and forward any concerns your Board may have regarding this petition to the Board of Appeals, if possible, no later than Monday, April 18, 2022.

Thank you.

Petition to be filed with Town Clerk

TOWN OF LAKEVILLE MASSACHUSETTS

RECEIVED EXHIBIT A MAR 23 2022 BOARD OF APPEALS

ZONING BOARD OF APPEALS PETITION FOR HEARING

Name of Petitioner: Michael Steinberg

Mailing Address: 405 Wareham Street Middleboro, MA 02346

Name of Property Owner: Dawn & Michael Collins

Location of Property: 7 Carrie Street

Property is located in a residential business industrial (zone)

Registry of Deeds: Book No. Page No.

Map 42 Block 20 Lot 8

Petitioner is: owner tenant licensee prospective purchaser General Contractor

Nature of Relief Sought:

Special Permit under Section (s) 6.3, 7.4 of the Zoning Bylaws

Variance from Section (s) of the Zoning Bylaws.

Appeal from Decision of the Building Inspector/Zoning Enforcement Officer

Date of Denial

Brief to the Board: (See instructions on reverse side - use additional paper if necessary.)

Looking to install Decks on front and rear of house Back Deck 25'6" x 10 Front Deck 28' x 8'

I HEREBY REQUEST A HEARING BEFORE THE ZONING BOARD OF APPEALS WITH REFERENCE TO THE ABOVE PETITION OR APPEAL. ALL OF THE INFORMATION ON THIS PETITION, TO THE BEST OF MY KNOWLEDGE, IS COMPLETE AND ACCURATE AND CONFORMS TO THE REQUIREMENTS ON THE BACK OF THIS PETITION FORM.

Petitioner: Michael Steinberg

Date: 3-15-2022

Signed: Michael Steinberg

Telephone: 617-593-5866

Owner Signature: Dawn Collins (If not petitioner)

Owner Telephone: 617-590-5133

(REFERENCE THE REVERSE SIDE OF THIS APPLICATION FOR FURTHER INSTRUCTIONS IN FILING YOUR PETITION.)

WILL YOU HAVE A REPRESENTATIVE OTHER THAN YOURSELF?

Yes No

(Name and Title)

Property line

LOT AREA  
5080 SF

32'

16'

9'

8 1/2"

26"  
3/8"

C

new 6' slider  
2nd egress

Back  
New  
25'6"  
x  
10'  
Deck

EXISTING  
2 BEDROOM  
DWELLING  
#7

Front  
New  
28'  
x  
8'  
Deck

50.00  
Property line

S27.40'00"E

28'

4'

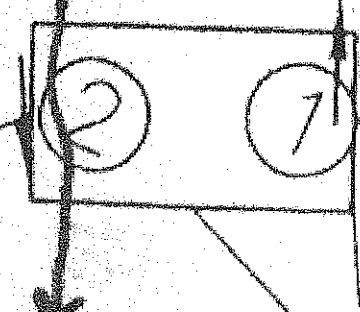
B

32'

A

25'

16'



C/O

GRAVEL DRIVE

S62.20'00"W

101.60'

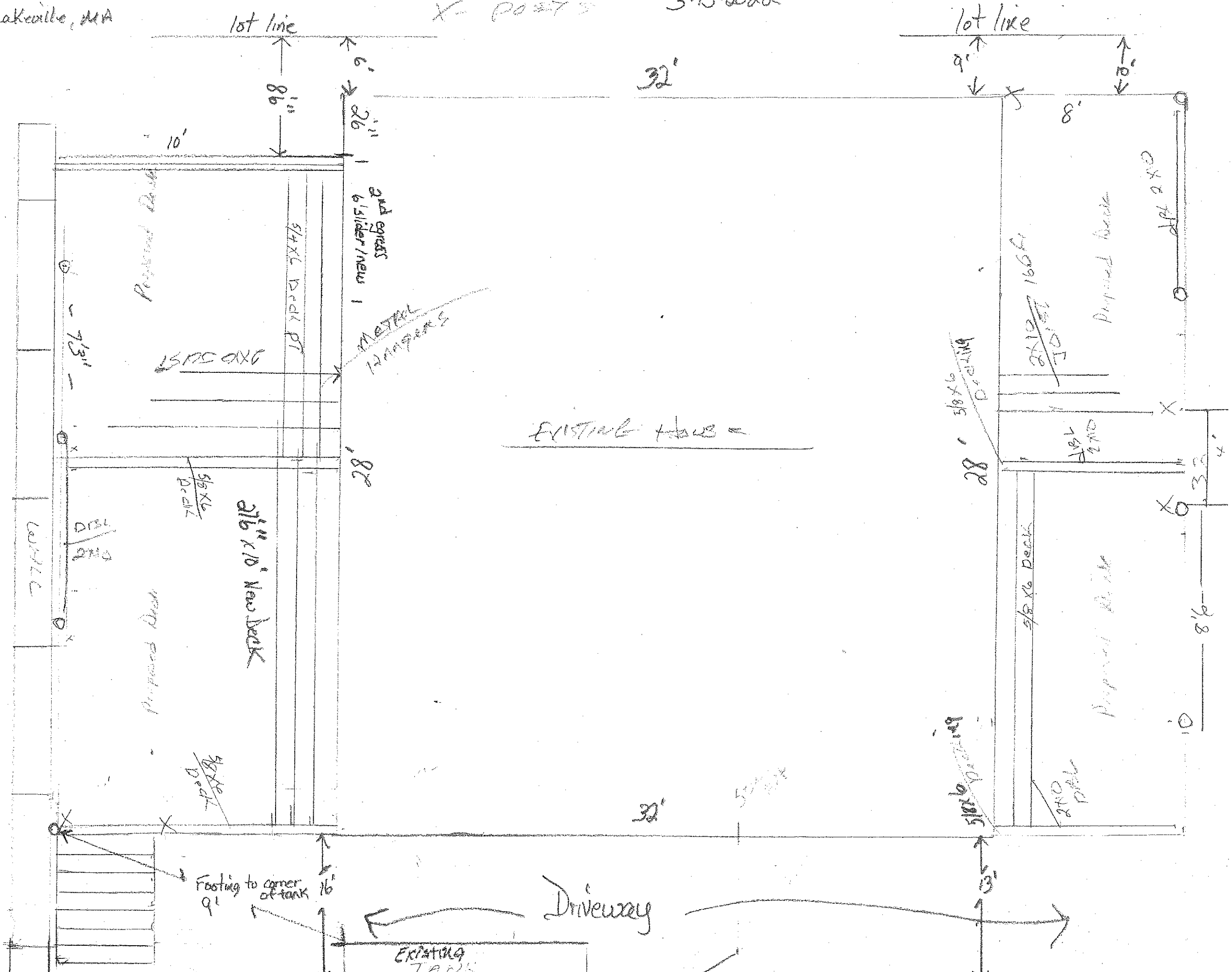
7 Carrie Street  
Lakeville, MA

12.6.2022

○ Footings  
X Posts

Updated  
3.15.2022

1/4 scale



226

9 CARRIE ST  
42/20/09

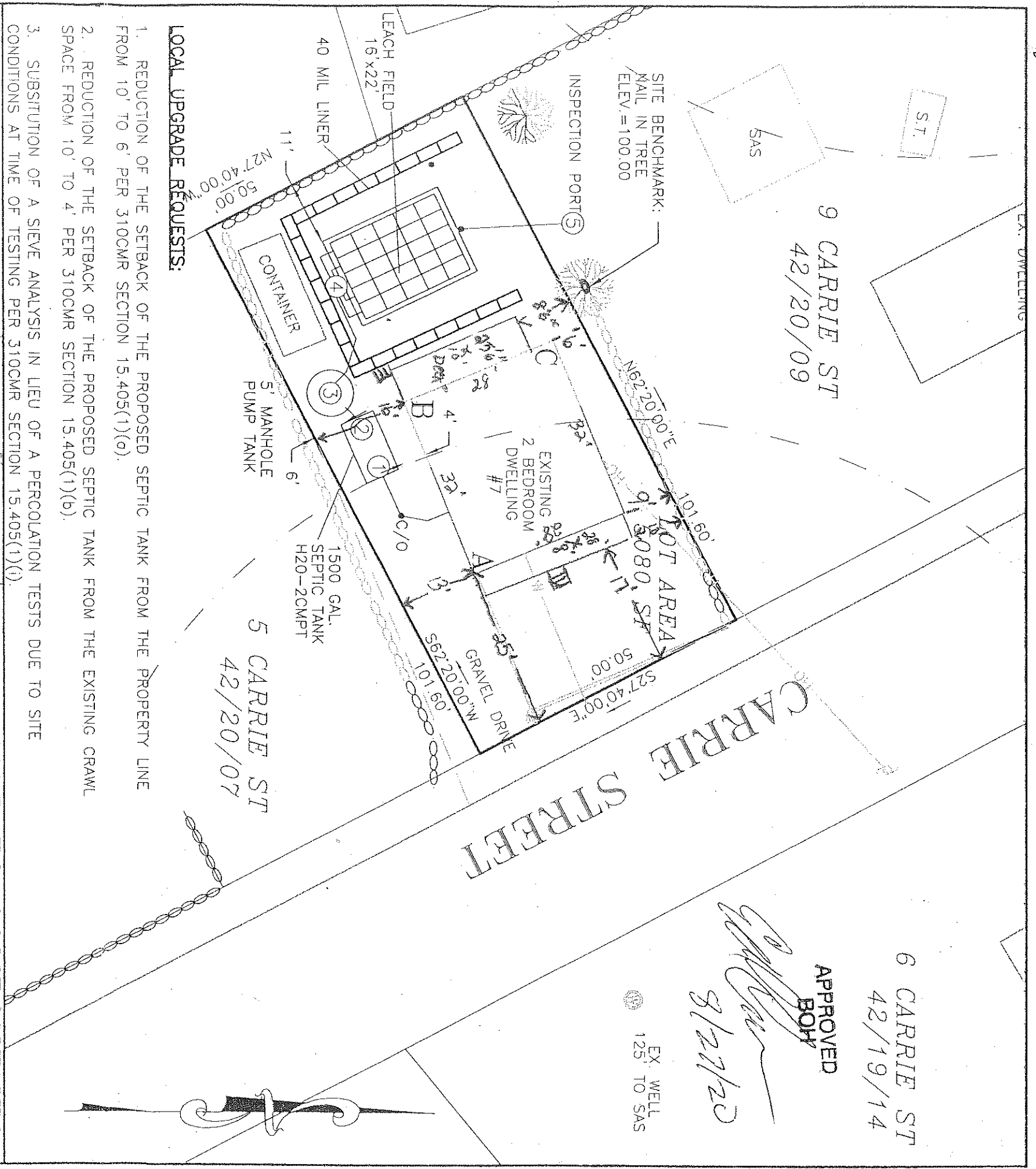
6 CARRIE ST  
42/19/14

APPROVED  
BOH

*[Signature]*  
8/22/20

SITE BENCHMARK:  
MAIL IN TREE  
ELEV = 100.00

EX. WELL  
125' TO SAS



**LOCAL UPGRADE REQUESTS:**

1. REDUCTION OF THE SETBACK OF THE PROPOSED SEPTIC TANK FROM THE PROPERTY LINE FROM 10' TO 6' PER 310CMR SECTION 15.405(1)(g).
2. REDUCTION OF THE SETBACK OF THE PROPOSED SEPTIC TANK FROM THE EXISTING CRAWL SPACE FROM 10' TO 4' PER 310CMR SECTION 15.405(1)(b).
3. SUBSTITUTION OF A SIEVE ANALYSIS IN LIEU OF A PERCOLATION TESTS DUE TO SITE CONDITIONS AT TIME OF TESTING PER 310CMR SECTION 15.405(1)(i).

SYSTEM ELEVATIONS		DISTANCE TO COMPONENTS	
PLAN	FIELD	A-1	B-1
TOP OF FOUNDATION	EXISTING	A-2	B-2
FOUNDATION OUTLET	92.0	A-3	B-3
SEPTIC TANK INLET	91.8	C-4	B-4
SEPTIC TANK OUTLET	91.55	C-5	B-5
PUMP TANK INLET	91.5		
PUMP TANK OUTLET	91.2		
DIST. BOX INLET	97.0		
DIST. BOX OUTLET	96.83		
QUICK4 INLET	96.67		
BASE OF SYSTEM	96.0		
GROUNDWATER TABLE	91 LEDGE		
		ASSESSORS MAP/LOT: 42 / 20 / 08	

**SEWAGE DISPOSAL SYSTEM AS-BUILT**  
QUICK4 CHAMBERS GENERAL USE APPROVAL

PREPARED FOR:

JAMES ANNAND  
44 KING PLACE  
E. BRIDGEWATER, MA 02333

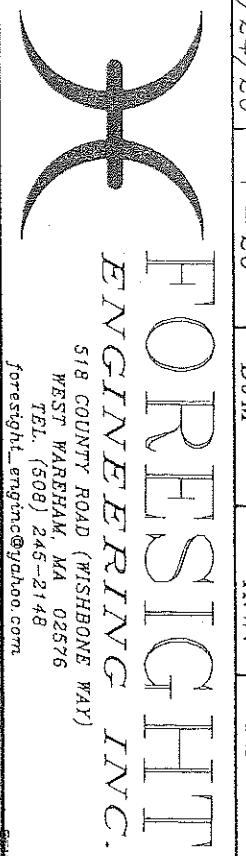
RECEIVED

LOCATED AT:

7 CARRIE STREET LAKEVILLE  
LAKEVILLE, MASSACHUSETTS  
BOARD OF HEALTH

I CERTIFY THAT THE SEWAGE SYSTEM AS-BUILT CONFORMS TO THE PROPOSED PLAN AND THE LAKEVILLE RULES AND REGULATIONS OF THE BOARD OF HEALTH AND THE STATE SANITARY CODE (TITLE V).

DATE	SCALE	DESIGN ENG.	P.E. REVIEW	JOB NO.	DWG. NO.
8/24/20	1" = 20'	DJM	K.W.	FS20-010	FS20-010SAB



FORESTIGHT ENGINEERING INC.  
518 COUNTY ROAD (WISHBONE WAY)  
WEST WARREN, MA 02576  
TEL. (508) 245-2148  
foresight\_enginc@jcdhoo.com

FILE COPY

ENGINEER  
8/26/20  
DATE



#7

**Planning Board  
Lakeville, Massachusetts  
Minutes of Meeting  
Thursday, February 24, 2022**

On February 24, 2022, the Planning Board held a meeting at the Lakeville Police Station. The meeting was called to order by Chairman Knox at 7:00 p.m. LakeCam was making a video recording of the meeting and was also testing out a hybrid remote option.

**Members present:**

Mark Knox, Chair; Peter Conroy, Vice-Chair, Barbara Mancovsky

**Attending remotely:**

Jack Lynch, Planning Board member; Marc Resnick, Town Planner

**310 Kenneth W. Welch Drive - Discuss temporary parking plan**

Mr. Knox stated at the applicant's request, he would make a motion to continue this hearing until their March 24, 2022, meeting at 7:00 p.m. It was seconded by Mr. Conroy.

**Roll Call Vote:** Mr. Conroy-Aye, Ms. Mancovsky-Aye, Mr. Lynch-Aye, Mr. Knox-Aye

**Review of possible amendments to the Zoning Bylaw – Sign Bylaw**

Mr. Knox advised in their packet was an amended sign bylaw which they have gone through at a couple of their meetings. He asked if there were any comments. Ms. Mancovsky, Mr. Conroy, and Mr. Lynch were all satisfied with the latest version. Ms. MacEachern had forwarded comments to Mr. Resnick. He stated two of them had to do with definitions. The first had been taken from KP Law related to electronic message boards. He felt that it could be interpreted in different ways, but he could make it work. The other thing she had pointed out was that shopping center or business center signs are already referenced for common directory signs, so he will replace that in there.

Mr. Knox said that he would pass around these changes to members and if they agreed, they will have that prepared for the next meeting so they can vote to hold a public hearing. Mr. Knox added the correspondence from KP Law was dated 2008. He didn't know if with that first definition Mr. Resnick could use his definition and then put or 'a sign that displays a lighted message that changes' so the legal description from Counsel is included. Mr. Knox also asked about the possible removal of a section located on page three. Mr. Resnick said they had discussed before that there is a lot of signs in the business district now, and the standard size of a majority of them appear to be 12 square feet. They had talked about allowing them by right. Ms. MacEachern would like to

make them all prohibited and then the ones that they do have would become pre-existing, non-conforming. Mr. Knox said he would put that up to the Board for discussion after they finish this review.

Mr. Knox said some other changes Ms. MacEachern had noted were on page four were 'ten feet from the property line' which was already a standard in the bylaw. On page five did they need to add a reference to section 6.6.8.1? Mr. Resnick said they are similar sections. He would remove one so there is not a repetition. On page 6 regarding 6.6.7, 10, 11, and 13, Mr. Resnick said if you wanted to prohibit internally illuminated signs, electronic message boards, or changeable copy signs, these lines would not be necessary.

Mr. Knox then asked members if they had a preference on the electronic message board if it should be by Special Permit only, prohibited, or allowed with a standard. Mr. Conroy did not think it should be prohibited. He was okay with 12 square feet, but they would have to figure out the light intensity in time. Ms. Mancovsky said the Special Permit concerns her because of the subjectivity. She was personally not in favor of electronic signs and would like to see them prohibited. Mr. Lynch said he was not in favor of prohibiting them, but would be more in favor of requiring a Special Permit. Mr. Knox said that he would be in favor of allowing them with some restrictions and standards, whether it be through a Special Permit or not. He then asked Mr. Resnick to craft something, possibly two different sections, they can vote on at their next meeting. They can then resolve whether it will be prohibition and removal or tighter restrictions.

Mr. Knox made a motion, seconded by Mr. Conroy, to continue this discussion until their March 10, 2022, meeting at 7:00 p.m.

**Roll Call Vote:** Mr. Conroy-Aye, Ms. Mancovsky-Aye, Mr. Lynch-Aye, Mr. Knox-Aye

### **Adoption or amendments to the Zoning Bylaw – Site Plan Review including Design Standards**

Mr. Knox asked if there was any feedback in regards to the first portion which included a denial mechanism. There were no comments from the Board. He then asked if members had reviewed the architectural standards. Mr. Resnick advised that he had not yet put the standards into the bylaw, it would be within the Site Plan Review bylaw for the business district and multi-family dwellings. Mr. Knox said that he was in favor of the changes that had been done for the first part of Site Plan Review. Could he add this into where it would go in the Site Plan Review bylaw. Ms. Mancovsky said the standards provided are more like what they are looking for. She would like to compare the language to the way that they had laid out the awnings in the existing bylaw. Mr. Lynch was fine with what had been presented. Mr. Resnick said it would give them authority to require changes to a building. This addresses concerns they had over two recently constructed buildings that were not designed with that rural New England character that had been discussed.

Mr. Knox said that he was satisfied with what was there and would just want it placed into the draft change that had been done for Site Plan Review. He would like that to be on their next agenda unless anyone else had any changes. Members had no additional changes.

Mr. Knox made a motion, seconded by Mr. Conroy, to continue the Site Plan Review, including the Design Standards, until their March 10, 2022, meeting at 7:00 p.m.

**Roll Call Vote:** Mr. Conroy-Aye, Ms. Mancovsky-Aye, Mr. Lynch-Aye, Mr. Knox-Aye

**Adoption or amendments to the Zoning Bylaw – Filling Station-correction from 2018 Town Meeting**

Mr. Knox said this appears to be a housekeeping item. Mr. Resnick said that is correct. The information should be available for their next meeting.

Mr. Knox made a motion, seconded by Mr. Conroy, to continue the Filling Station correction from the 2018 Town Meeting until their March 10, 2022, meeting at 7:00 p.m.

**Roll Call Vote:** Mr. Conroy-Aye, Ms. Mancovsky-Aye, Mr. Lynch-Aye, Mr. Knox-Aye

**Adoption or amendments to the Zoning Bylaw – Open Space Residential Development (OSRD)**

Mr. Knox said that regarding the frontage, he felt it should be between at least 75 to 100 feet. He thought they would have the right to create some rules and regulations to this bylaw. They could offer a waiver, but he wouldn't want to see it on more than 20% of the lots. Mr. Resnick said where he has done it before, it generally has been only two out of ten lots in a subdivision. He could write something a little stricter, but that would still allow the Board some leeway. That flexibility would allow the Board to work with the developer to get the best site design possible. He discussed some possible language he could have available for their next meeting.

Mr. Knox asked if they could also add provisions that would require some units to be affordable, age restricted, or ADA accessible. Mr. Resnick replied that he was unsure if they could require an individual age restricted unit without requiring the entire development. As far as affordability, they want to try to encourage developers to use this bylaw and not make it more difficult. Many developers don't deal with affordable units and the requirements that come with them. This bylaw should be user friendly but also give them the ability to get the best design and layout.

Mr. Knox said that he would agree but he would feel more comfortable if some rules and regulations could be put into the draft. Although there are standards under subdivision, he would like to see them called out within this bylaw. There would probably be significant waivers from their standard subdivision rules so he would want to see any operations and maintenance of drainage easements not be located on Town property so they would not be within the open space. That is something that a homeowner's association or developer would need to deed restrict for the development. Mr. Resnick said as far as bonding for the road that would still follow the standard subdivision control. They are receiving a definitive subdivision approval and a Special Permit under OSRD bylaws.



Mr. Knox said in recent years, the Planning Board has leaned toward the Homeowners Association and to not adopt the roadway, if they didn't have to. Mr. Resnick replied this bylaw wouldn't prohibit that, but they had not wanted the Association to own the open space. Mr. Knox said that was correct. He suggested meeting to further discuss this and determine if further regulations would be required. Mr. Knox asked if an open space development comes in front of the Board and it is 50 acres of forested land with the developer clearing 25 acres for houses; can that remaining land stay as forested land? Mr. Resnick said that was correct. Mr. Knox asked the same question if the land was an open field. Mr. Resnick said if it was used as a hay field the use could stay the same if the Commission wanted to allow it, or if no one wanted to continue to maintain it they could allow it to grow over.

Mr. Knox asked if there could be a scenario where the open space could change outside of what the Planning Board thought it was when they approved the open space subdivision. Mr. Resnick replied that generally it would be deeded to the Conservation Commission so not unless they decided to change the use. It could also be deeded to the Town and maintained as recreation.

Mr. Knox made a motion, seconded by Mr. Conroy, to continue the OSRD, until their March 10, 2022, meeting at 7:00 p.m.

**Roll Call Vote:** Mr. Conroy-Aye, Ms. Mancovsky-Aye, Mr. Lynch-Aye, Mr. Knox-Aye

#### **Adoption or amendments to the Zoning Bylaw – Breweries/Brew Pubs**

Mr. Resnick advised he had worked on a couple of definitions for a brewery and a taproom, and a brew pub/restaurant-type facility. He needs to sit down with the Building Commissioner regarding that. Currently, brewing would be manufacturing which is allowed in the Industrial District and possibly the Business District. Restaurants are allowed in the Industrial and Business Districts. Did they know why restaurants would be allowed in an Industrial District? Mr. Knox was unsure. He noted that he believed there had been an inquiry about possibly locating a tap room/brew pub in an already established building in Town in the Business zone. This will get ahead of that by creating some definitions on it. Mr. Resnick said that was correct. Mr. Knox asked that Mr. Resnick continue to work on these definitions for their next meeting.

#### **Review the following Zoning Board of Appeals petition:**

- a. Maksy/Johnson – 2 Morrison Way

Mr. Knox made a motion, seconded by Mr. Conroy, to make no comment on the petition for Maksy/Johnson at 2 Morrison Way.

**Roll Call Vote:** Mr. Conroy-Aye, Ms. Mancovsky-Aye, Mr. Lynch-Aye, Mr. Knox-Aye

**Approve Meeting Minutes**

Mr. Knox made a motion, seconded by Mr. Conroy, to approve the Minutes from the January 27, 2022, meeting.

**Roll Call Vote:** Mr. Conroy-Aye, Ms. Mancovsky-Aye, Mr. Lynch-Aye, Mr. Knox-Aye

**Old Business**

There was no old business.

**New Business**

Mr. Knox advised Ms. MacEachern would like to discuss the recodification project. He asked that it be placed on their next agenda.

**Next meeting**

Mr. Knox advised the next meeting is scheduled for March 10, 2022, at 7:00 p.m.

**Adjourn**

Mr. Knox made a motion, seconded by Mr. Conroy, to adjourn the meeting.

**Roll Call Vote:** Mr. Conroy-Aye, Ms. Mancovsky-Aye, Mr. Lynch-Aye, Mr. Knox-Aye

Meeting adjourned at 7:49.