

SITE CONTROL  
PURCHASE & SALE AGREEMENT  
DEEDS

# SITE CONTROL

The development as being proposed by the applicant comprises of several parcels of land which are all shown on the tax maps include in Tab 1 of the application. Some of the parcels are owned or controlled by the applicant

## Wickett Parcels

A purchase and sale has been entered into by and between Mounir Tayara or nominee as buyer and Henry L. Wickett Sr., Henry L. Wickett Jr., and Henry L Wickett Sr as President of Wickett Development Company, Inc.

The agreement includes the following parcels as identified by the following assessors Maps and Lots.

Assessors Map 14, Lot 5

Assessors Map 14, Lot 20 Ohlson Circle - see attached deed to Novus 8-01-14

Assessors Map 8, Lot 19

Assessors Map 8, Lot 16

Assessors Map 8, Lot 20 Swan parcel

Assessors Map 9, Lot 58

Assessors Map 9 Lot 6

All of the above lots, with the exception of Map 14, Lot 20 have a closing date within 90 days of final definitive approval of the subdivision under MGL Chapter 40B. Swan parcel is now deeded to Henry Wickett.

## Ohlson Circle

Assessors Map 8, Lot 20. A quitclaim deed has been granted by Wickett Development Company, Inc to Novus Homes, LLC

## Grilli Parcel

Assessors Map 15 Lot 001. A quitclaim deed has been granted by Loreto Grilli and Neide M. Grilli to Timber Crest, LLC dated January 15, 2015.

## Pavlik Parcel

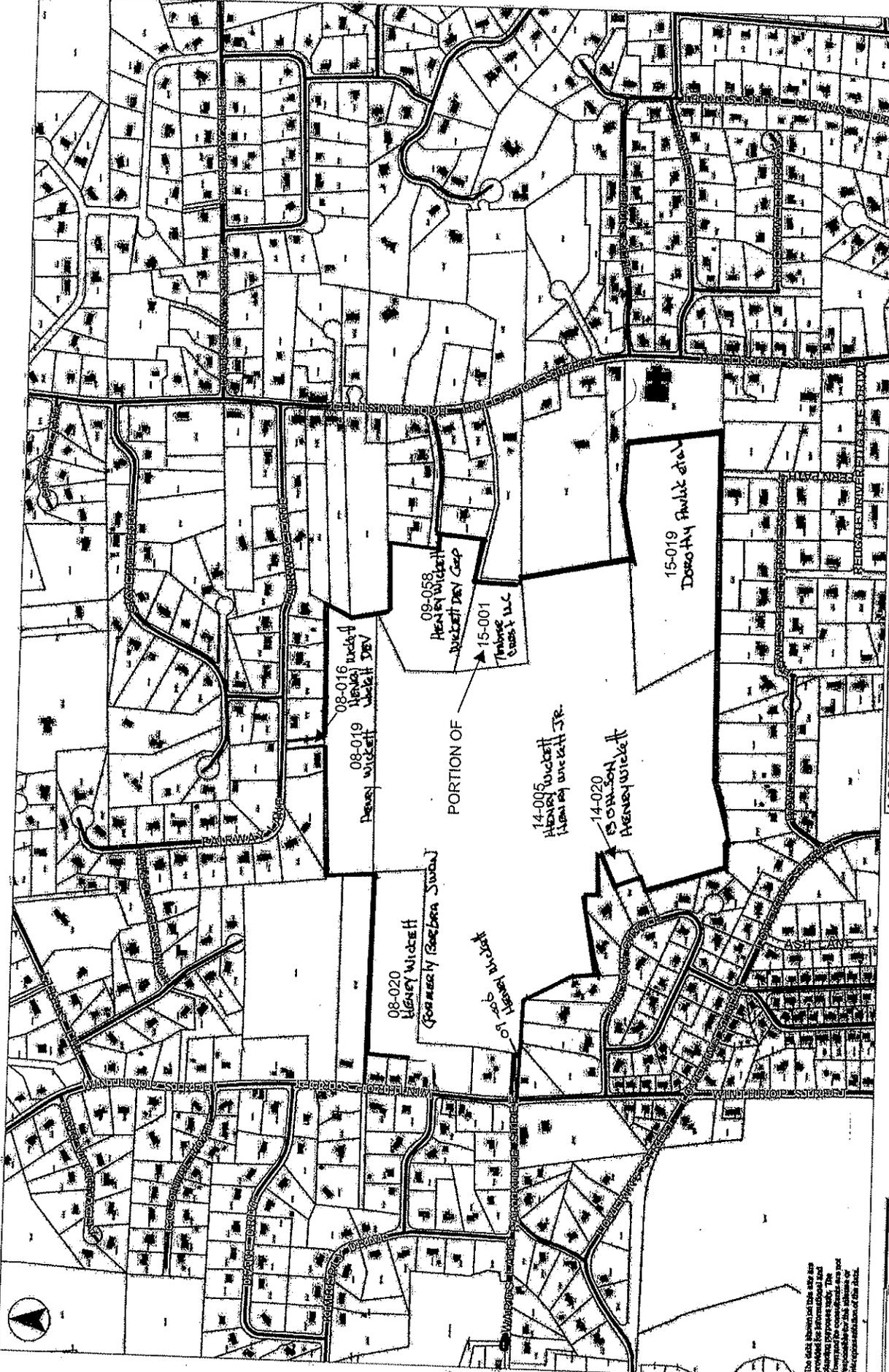
Assessors Map 15, Lot 09

A purchase and sale has been entered into by and between Dorothy F. Pavlik, et al. dated November 18, 2014.

Closing date to be 60 days from a final Comprehensive Permit, Chapter 40B.



1. Accession Map  
 2. Accession Map  
 3. Accession Map  
 4. Accession Map  
 5. Accession Map  
 6. Accession Map  
 7. Accession Map  
 8. Accession Map  
 9. Accession Map  
 10. Accession Map  
 11. Accession Map  
 12. Accession Map  
 13. Accession Map  
 14. Accession Map  
 15. Accession Map  
 16. Accession Map  
 17. Accession Map  
 18. Accession Map  
 19. Accession Map  
 20. Accession Map  
 21. Accession Map  
 22. Accession Map  
 23. Accession Map  
 24. Accession Map  
 25. Accession Map  
 26. Accession Map  
 27. Accession Map  
 28. Accession Map  
 29. Accession Map  
 30. Accession Map  
 31. Accession Map  
 32. Accession Map  
 33. Accession Map  
 34. Accession Map  
 35. Accession Map  
 36. Accession Map  
 37. Accession Map  
 38. Accession Map  
 39. Accession Map  
 40. Accession Map  
 41. Accession Map  
 42. Accession Map  
 43. Accession Map  
 44. Accession Map  
 45. Accession Map  
 46. Accession Map  
 47. Accession Map  
 48. Accession Map  
 49. Accession Map  
 50. Accession Map  
 51. Accession Map  
 52. Accession Map  
 53. Accession Map  
 54. Accession Map  
 55. Accession Map  
 56. Accession Map  
 57. Accession Map  
 58. Accession Map  
 59. Accession Map  
 60. Accession Map  
 61. Accession Map  
 62. Accession Map  
 63. Accession Map  
 64. Accession Map  
 65. Accession Map  
 66. Accession Map  
 67. Accession Map  
 68. Accession Map  
 69. Accession Map  
 70. Accession Map  
 71. Accession Map  
 72. Accession Map  
 73. Accession Map  
 74. Accession Map  
 75. Accession Map  
 76. Accession Map  
 77. Accession Map  
 78. Accession Map  
 79. Accession Map  
 80. Accession Map  
 81. Accession Map  
 82. Accession Map  
 83. Accession Map  
 84. Accession Map  
 85. Accession Map  
 86. Accession Map  
 87. Accession Map  
 88. Accession Map  
 89. Accession Map  
 90. Accession Map  
 91. Accession Map  
 92. Accession Map  
 93. Accession Map  
 94. Accession Map  
 95. Accession Map  
 96. Accession Map  
 97. Accession Map  
 98. Accession Map  
 99. Accession Map  
 100. Accession Map



Town of Medway, MA GIS

ACCESSORS MAP LOT IDENTIFICATION TIMBER CREST ESTATES

Printed on 02/18/2016 at 10:57 AM

500ft

The data shown on this map are provided for informational purposes only. The information is not intended to be used for any purpose other than the identification of the lot.

**WICKETT PARCEL**  
**PURCHASE & SALE FOR THE**  
**FOLLOWING PARCELS – REFER TO**  
**THE ATTACHED TAX MAP**

**ASSESSORS MAP 14 - LOT 005**

**ASSESSORS MAP 14 - LOT 020**

**ASSESSORS MAP 09 - LOT 058**

**ASSESSORS MAP 09 – LOT 006**

**ASSESSORS MAP 08 - LOT 016**

**ASSESSORS MAP 08 – LOT 019**

**ASSESSORS MAP 08 – LOT 020**

*Henry Wickett*  
*Henry Wickett*  
*Henry Wickett*



MASSACHUSETTS ASSOCIATION OF REALTORS

**STANDARD LAND  
 PURCHASE AND SALE AGREEMENT (#505)**  
 (With Contingencies)

The parties make this Agreement this 28 day of July, 2014. This Agreement supersedes and replaces all obligations made in any prior Contract To Purchase or agreement for sale entered into by the parties.

1. **Parties.** Henry Wickett \_\_\_\_\_ [insert name],  
 the "SELLER," agrees to sell and Mounir Tavara or nominee \_\_\_\_\_

[insert name], the "BUYER," agrees to buy, the premises described in paragraph 2 on the terms set forth below. BUYER may require the conveyance to be made to another person or entity ("Nominee") upon notification in writing to SELLER at least five business days prior to the date for performance set forth in paragraph 5. Designation of a Nominee shall not discharge the BUYER from any obligation under this Agreement and BUYER hereby agrees to guarantee performance by the Nominee.

2. **Description Of Premises.** The premises (the "Premises") consist of the land containing approximately 1.92 acres, more or less, described as 13 Ohlson Circle (see addendum) 1.95 acres  
AND THE BACK YARD Medway (see addendum), MA 02053  
 as more specifically described in a deed recorded in the \_\_\_\_\_ Registry of Deeds at Book \_\_\_\_\_, Page \_\_\_\_\_, [Certificate No. \_\_\_\_\_] a copy of which  is  is not [choose one] attached.

3. **Purchase Price.** The purchase price for the Premises is \$2,500,000 (see additional provisions) dollars of which  
 \$ 10,000.00 were paid as a deposit with Contract To Purchase; and  
 \$ 90,000.00 are paid with this Agreement; and  
 \$ 2,400,000.00 are to be paid at the time for performance by bank, cashier's or certified check or by wire.  
 \$ 2,500,000.00 Total

4. **Escrow.** All funds deposited or paid by the BUYER shall be held in a non-interest bearing escrow account, by Delta Real Estate, as agent for the SELLER, subject to the terms of this Agreement and shall be paid or otherwise duly accounted for at the time for performance. If a dispute arises between the BUYER and SELLER concerning to whom escrowed funds should be paid, the escrow agent may retain all escrowed funds pending written instructions mutually given by the BUYER and the SELLER. The escrow agent shall abide by any Court decision concerning to whom the funds shall be paid and shall not be made a party to a lawsuit solely as a result of holding escrowed funds. Should the escrow agent be made a party in violation of this paragraph, the escrow agent shall be dismissed and the party asserting a claim against the escrow agent shall pay the agent's reasonable attorneys' fees and costs.

5. **Time For Performance.** The SELLER shall deliver the deed and the BUYER shall pay the balance of the purchase price at \_\_\_\_\_ o'clock \_\_\_\_\_ m. on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, at the \_\_\_\_\_ Registry of Deeds, or at such other time and place as is mutually agreed. **TIME IS OF THE ESSENCE AS TO EACH PROVISION OF THIS AGREEMENT.** Unless the deed and other documents required by this Agreement are recorded at the time for performance, all documents and funds are to be held in escrow, pending prompt rundown of the title and recording (or registration in the case of registered land). SELLER'S attorney or other escrow agent may disburse funds after 5:00 p.m. of the next business day

BUYER'S Initials BUYER'S Initials BUYER'S Initials  
 SELLER'S Initials SELLER'S Initials SELLER'S Initials  
*HW* *HW* *HW*  
 X X *lee*



©1999, 2000, 2002, 2012 MASSACHUSETTS ASSOCIATION OF REALTORS®

William Davis Allstate - Delta Real Estate - Medfield, 503 Main Street Medfield, MA 02052  
 Ralph Cusella

Phone: 508-359-7331

Fax: 508-359-3661

Produced with eSignature by eSignature 18070 Fizan MHe Road, Fraser, Michigan 48026 www.dclzola.com



Form No. 505  
 Wickett

*MT.*

following the date for performance, provided that the recording attorney has not reported a problem outside the recording attorney's control.

6. **Title/Plans.** The SELLER shall convey the Premises by a good and sufficient quitclaim deed running to the BUYER or to the BUYER'S nominee, conveying good and clear record and marketable title to the Premises, free from liens and encumbrances, except:

- (a) Real estate taxes assessed on the Premises which are not yet due and payable;
- (b) Betterment assessments, if any, which are not a recorded lien on the date of this Agreement;
- (c) Federal, state and local laws, ordinances, bylaws, rules and regulations regulating use of land, including building codes, zoning bylaws, health and environmental laws;
- (d) Any easement, restriction or agreement of record presently in force which does not interfere with the reasonable use of the Premises for \_\_\_\_\_;
- (e) Utility easements in the adjoining ways;
- (f) Matters that would be disclosed by an accurate survey of the Premises; and
- (g) \_\_\_\_\_

*[insert in (g) references to any other easement, restriction, lease or encumbrance which may continue after title is transferred]*

If the deed refers to a plan needed to be recorded with it, at the time for performance the SELLER shall deliver the plan with the deed in proper form for recording or registration.

7. **Title Insurance.** BUYER'S obligations are contingent upon the availability (at normal premium rates) of an owner's title insurance policy insuring BUYER'S title to the premises without exceptions other than the standard exclusions from coverage printed in the current American Land Title Association ("ALTA") policy cover, the standard printed exceptions contained in the ALTA form currently in use for survey matters and real estate taxes (which shall only except real estate taxes not yet due and payable) and those exceptions permitted by paragraph 6 of this Agreement.

8. **Closing Certifications and Documents.** The SELLER shall execute and deliver simultaneously with the delivery of the deed such certifications and documents as may customarily and reasonably be required by the BUYER'S attorney, BUYER'S lender, BUYER'S lender's attorney or any title insurance company insuring the BUYER'S title to the Premises, including, without limitation, certifications and documents relating to: (a) parties in possession of the Premises; (b) the creation of mechanics' or materialmen's liens; (c) the underlying financial terms of the purchase and sale; (d) the citizenship and residency of SELLER; and (e) information required to permit the closing agent to report the transaction to the Internal Revenue Service. At the time of delivery of the deed, the SELLER may use monies from the purchase to clear the title, provided that all documents related thereto are recorded with the deed or within a reasonable time thereafter acceptable to the BUYER and, provided further, that discharges of mortgages from banks, credit unions, insurance companies and other institutional lenders may be recorded within a reasonable time after recording of the deed in accordance with usual conveyancing practices. The SELLER'S spouse hereby agrees to release all statutory, common law or other rights or interest in the Premises and to execute the deed, if necessary.

9. **Possession And Condition Of Premises.** At the time for performance the Premises also shall comply with the requirements of paragraph 6 and there shall be no outstanding notices of violation of any zoning, health, environmental or other law, bylaw, code or regulation, except as agreed. The BUYER shall have the right to examine the Premises within forty-eight (48) hours prior to the time for performance or such other time as may be agreed and upon reasonable notice to SELLER for the purpose of determining compliance with this paragraph.

M.T.  
BUYER'S Initials BUYER'S Initials BUYER'S Initials

2

H.W. H.W. H.W.  
SELLER'S Initials SELLER'S Initials SELLER'S Initials  
X X H.L.L.



©1999, 2000, 2002, 2012 MASSACHUSETTS ASSOCIATION OF REALTORS®

Produced with zipForm® by zipLogic 18079 Fifteen Mile Road, Ferret, Michigan 48028 www.zipLogic.com



Form No. 505

Writer

**10. Extension Of Time For Performance.** If the SELLER cannot convey title as required by this Agreement or cannot deliver possession of the Premises as agreed, or if at the time of the delivery of the deed the Premises do not conform with the requirements set forth in this Agreement, upon written notice given no later than the time for performance from either party to the other, the time for performance shall be automatically extended for thirty (30) days, except that if BUYER'S mortgage commitment expires or the terms will materially and adversely change in fewer than thirty (30) days, the time for performance set forth in paragraph 5 shall be extended to one business day before expiration of the mortgage commitment. SELLER shall use reasonable efforts to make title conform or to deliver possession as agreed, or to make the Premises conform to the requirements of this Agreement. Excluding discharge of mortgages and liens, ~~about which the SELLER has actual knowledge at the time of signing this Agreement,~~ the SELLER shall not be required to incur costs or expenses totaling in excess of One Hundred Thousand Dollars (\$100,000.00) \* to make the title or the Premises conform or to deliver possession as agreed. If at the expiration of the time for performance, or if there has been an extension, at the expiration of the time for performance as extended, the SELLER, despite reasonable efforts, cannot make the title or Premises conform, as agreed, or cannot deliver possession, as agreed, then, at the BUYER'S election, any payments made by the BUYER pursuant to this Agreement shall be immediately returned. Upon return of all such funds, all obligations of the BUYER and SELLER shall terminate and this Agreement shall automatically become void and neither the BUYER nor SELLER shall have further recourse or remedy against the other.

\*in the case of the back property, or \$2,000.00 in the case of 13 Ohlson Circle.

**11. Acceptance Of Deed.** The BUYER shall have the right to accept such title to the Premises as the SELLER can deliver at the time for performance and if extended, shall have such right at the time for performance, as extended. The BUYER shall also have the right to accept the Premises in the then current condition and to pay the purchase price without reduction of price. Upon notice in writing of BUYER'S decision to accept the Premises and title, the SELLER shall convey title and deliver possession. Acceptance of a deed by the BUYER or BUYER'S nominee, if any, shall constitute full performance by the SELLER and shall be deemed to release and discharge the SELLER from every duty and obligation set forth in this Agreement, except any duty or obligation of the SELLER that the SELLER has agreed to perform after the time for performance. Notwithstanding the foregoing, all warranties made by the SELLER shall survive delivery of the deed.

**12. Adjustments.** At the time for performance of this Agreement adjustments shall be made as of the date of performance for current real estate taxes. The net total of such adjustments shall be added to or deducted from the purchase price payable by the BUYER at the time for performance. If the real estate tax rate or assessment has not been established at the time for performance, apportionment of real estate taxes shall be made on the basis of the tax for the most recent tax year with either party having the right to request apportionment within twelve months of the date that the amount of the current year's tax is established.

~~13. Acknowledgment Of Fee Due Broker. The SELLER and BUYER acknowledge that a fee of \_\_\_\_\_ (\_\_\_\_\_) for professional services shall be paid by the SELLER to \_\_\_\_\_, the "BROKER", at the time for performance. In the event of a conflict between the terms of this Agreement and a prior fee agreement with BROKER, the terms of the prior fee agreement shall control unless BROKER has expressly agreed to a change in writing. The BUYER and SELLER acknowledge receipt of a notice from BROKER, pursuant to 254 of the Code of Massachusetts Regulations Section 3.0 (13), regarding any agency relationship of the BROKER with the BUYER and/or the SELLER. The BUYER and SELLER understand that \_\_\_\_\_ [insert name], a real estate broker, is seeking a fee from \_\_\_\_\_ [name of listing broker, seller or buyer, if applicable] for services rendered as a  seller's agent  buyer's agent [choose one]. The BUYER further represents and warrants that there is no other broker with whom BUYER has dealt in connection with the purchase of the Premises.~~

M.T.  
BUYER'S Initials BUYER'S Initials BUYER'S Initials

3  
HW HW HW  
SELLER'S Initials SELLER'S Initials SELLER'S Initials  
X X LLL



14. **Buyer's Default.** If the BUYER or BUYER'S nominee breaches this Agreement, all escrowed funds paid or deposited by the BUYER shall be paid to the SELLER as liquidated damages. Receipt of such payment shall constitute the SELLER'S sole remedy, at law, in equity or otherwise, for BUYER'S default. The BUYER and SELLER agree that in the event of default by the BUYER the amount of damages suffered by the SELLER will not be easy to ascertain with certainty and, therefore, BUYER and SELLER agree that the amount of the BUYER'S deposit represents a reasonable estimate of the damages likely to be suffered.

15. **Buyer's Financing.** (Delete if Waived) The BUYER'S obligation to purchase is conditioned upon obtaining mortgage financing in the amount of \$ \_\_\_\_\_ at prevailing rates and terms by \_\_\_\_\_. If, despite reasonable efforts, the BUYER has been unable to obtain such financing the BUYER may terminate this Agreement by giving written notice that is received by SELLER or SELLER'S agent by 5:00 p.m. on the calendar day after the date set forth above. In the event that notice has not been actually or constructively received, this condition is deemed waived. In the event that due notice has been received, all monies deposited or paid by the BUYER shall be returned and all obligations of the BUYER and SELLER pursuant to this Agreement shall cease and this Agreement shall become void. In no event shall the BUYER be deemed to have used reasonable efforts to obtain financing unless the BUYER has submitted at least one (1) application to a licensed mortgage lender by \_\_\_\_\_ and acted reasonably promptly in providing any additional information requested by the mortgage lender.

16. **Tests/Survey.** (Delete if Waived) The BUYER'S obligations under this Agreement are subject to BUYER'S right to obtain test(s), inspection(s) and a survey of the Premises or any aspect thereof, including, but not limited to, percolation, deep hole, septic/sewer, water quality, and water drainage by consultant(s) regularly in the business of conducting said test(s), inspections and surveys, of BUYER'S own choosing, and at BUYER'S sole cost within \_\_\_\_\_ days after SELLER'S acceptance of this agreement. If the results are not satisfactory to BUYER, in BUYER'S sole discretion, BUYER shall have the right to give written notice received by the SELLER or SELLER'S agent by 5:00 p.m. on the calendar day after the date set forth above, terminating this agreement. Upon receipt of such notice this agreement shall be void and all monies deposited by the BUYER shall be returned. Failure to provide timely notice of termination shall constitute a waiver. In the event that the BUYER does not exercise the right to have such test(s), inspection(s) and survey or to so terminate, the SELLER and the listing broker are each released from claims relating to the size suitability or condition of the Premises that the BUYER or the BUYER'S consultants could reasonably have discovered.

17. **Warranties And Representations.** The SELLER further represents and warrants that SELLER has full authority to enter into this Agreement. The BUYER acknowledges that BUYER has not relied upon any warranties or representations other than those incorporated in this Agreement, except for the following additional warranties and representations, if any, made by either the SELLER or any real estate agent \_\_\_\_\_

*[If none, state "none"; if any listed, indicate by whom the warranty or representation was made.]*

18. **Notices.** All notices required or permitted to be made under this Agreement shall be in writing and delivered in hand, sent by certified mail, return receipt requested or sent by United States Postal Service overnight Express Mail or other overnight delivery service, addressed to the BUYER or SELLER or their authorized representative at the address set forth in this paragraph. Such notice shall be deemed to have been given upon delivery or, if sent by certified mail on the date of delivery set forth in the receipt or in the absence of a receipt three business days after deposited or, if sent by overnight mail or delivery, the next business day after deposit with the

MT.  
BUYER'S Initials

\_\_\_\_\_  
BUYER'S Initials

\_\_\_\_\_  
BUYER'S Initials

4  
HW  
SELLER'S Initials

HW  
SELLER'S Initials

HW  
SELLER'S Initials

**MASSFORMS™**  
Multiple Listing and Lease Forms

©1999, 2000, 2002, 2012 MASSACHUSETTS ASSOCIATION OF REALTORS®

Produced with xplForm® by xplLogic 18070 Fifteen Mile Road, Fraser, Michigan 48066 [www.xpllogic.com](http://www.xpllogic.com)



Form No. 305

Wides

overnight mail or delivery service, whether or not a signature is required. Acceptance of any notice, whether by delivery or mail, shall be sufficient if accepted or signed by a person having express or implied authority to receive same. Notice shall also be deemed adequate if given in any other form permitted by law.

BUYER Mounir Tayara or nominee SELLER Henry Wickett  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**19. Counterparts / Electronic Delivery / Construction Of Agreement.** All documents related to this transaction may be delivered electronically, including by encrypted email or facsimile, and shall have the same effect as delivery of an original. This Agreement shall be construed as a Massachusetts contract; is to take effect as a sealed instrument; sets forth the entire agreement between the parties; is binding upon and is intended to benefit the BUYER and SELLER and each of their respective heirs, devisees, executors, administrators, successors and assigns; and may be canceled, modified or amended only by a written agreement executed by both the SELLER and the BUYER. If two or more persons are named as BUYER their obligations are joint and several. If the SELLER or BUYER is a trust, corporation, limited liability company or entity whose representative executes this Agreement in a representative or fiduciary capacity, only the principal or the trust or estate represented shall be bound, and neither the trustee, officer, shareholder or beneficiary shall be personally liable for any obligation, express or implied. The captions and any notes are used only as a matter of convenience and are not to be considered a part of this Agreement and are not to be used in determining the intent of the parties. Any matter or practice which has not been addressed in this Agreement and which is the subject of a Title Standard or Practice Standard of the Massachusetts Conveyancers Association at the time for performance shall be governed by the Standards and Practices of the Massachusetts Conveyancers Association.

**20. Additional Provisions.**

The \$2,400,000. is to be apportioned as follows:  
\$370,000.00 at closing of house and 1.9 acres on Ohlson Circle  
\$2,030,000.00 at closing of "back parcel" with frontage on Winthrop Street and access off Fairway Lane.

The attached Addendum is incorporated herein by reference and contains essential terms to this agreement.

**UPON SIGNING, THIS DOCUMENT WILL BECOME A LEGALLY BINDING AGREEMENT. IF NOT UNDERSTOOD, SEEK ADVICE FROM AN ATTORNEY.**

M. Tayara 7/10/14  
 BUYER Date  
 Mounir Tayara or nominee

Henry L. Wickett, Sr. \_\_\_\_\_  
 SELLER Date X  
 Henry L. Wickett, Sr.

BUYER \_\_\_\_\_ Date

Henry L. Wickett, Jr. 7.30.14  
 SELLER, or spouse Date X  
 Henry L. Wickett, Jr.

BUYER \_\_\_\_\_ Date

Henry L. Wickett, Jr. P.A.E. \_\_\_\_\_  
 SELLER, or spouse Date see  
 Wickett Development Company, Inc.

**Escrow Agent.** By signing below, the escrow agent agrees to perform in accordance with paragraph 4, but does not otherwise become a party to this Agreement.

\_\_\_\_\_ Date  
 5  
 BUYER'S Initials BUYER'S Initials BUYER'S Initials SELLER'S Initials SELLER'S Initials SELLER'S Initials  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Addendum to Purchase and Sale Agreement between Mounir Tayara or assignee, as Buyer and Henry L. Wickett, Sr., Henry L. Wickett, Jr. and Wickett Development Company, Inc., as Seller  
7.11.14

Property:

Approximately 132 acres plus or minus at 13 Ohlson Circle with frontage on Winthrop Street and access off Fairway Lane. Also, the seller agrees to include any interest they have in surrounding properties that abut the 132 acres. The premises includes all property shown on Medway Assessor's Map 14, Lot 5; Map 14, Lot 20; Map 8, Lot 19; Map 8, Lot 16; Map 8, Lot 20; Map 9, Lot 58 and Map 9, Lot 6. Said parcels are more particularly described in deeds to the various sellers recorded with Norfolk County Registry of Deeds in Book 6607, Page 537; Book 9742, Page 202; Book 13071, Page 203; Book Book 22145, Page 114; and Book 24353, Page 563. The Seller's represent that they have the contractual right to purchase property at 102 Winthrop Street owned by John B. Swan, Jr. and Barbara J. Swan more particularly described in a deed recorded with said Deeds in Book 5176, Page 526, and that said parcel is to be included in the premises conveyed to Buyer in accordance with the terms hereof.

Feasibility Study Period On Back parcel

At no cost to the Seller, the Buyer shall, for a period of 90 days from the date of signing the Purchase and Sale Agreement, make studies of the economic, physical/accessibility and environmental and/or desirability of development of the "back property" DEFINED AS THE 130 ACRES + - NOT INCLUDING THE 1.95 ACRES, 13 OHLSON CIRCLE PARCEL. In the event that the Buyer determines for whatever reason, and at his sole discretion that the development of the back property is not feasible, the Buyer shall have the right to not proceed with the purchase and closing of the "back property" by written notice to the Seller prior to the expiration of the feasibility study period and receive a refund of \$90,000, that portion of the deposit allocated to the "back property." Seller shall give Buyer complete access to the premises prior to closing and shall give full permission and authority to all engineering firms that have dealt with Seller with respect to possible development of the premises to disclose, discuss and share any information they may have concerning the premises or its proposed development. Seller shall be responsible for payment for all engineering work done prior to the date of this agreement, but shall give all plans and engineering work to Buyer without payment of additional consideration by Buyer.

Partitioning of Property:

The Buyer intends to subdivide the back property into a residential project pursuant to either Massachusetts General Laws, Chapter 40A or Chapter 40B to consist of not less than 120 residential building lots.. The Seller acknowledges that the Buyer intends to start the approval process while the property is under agreement.

The Seller agrees to cooperate with the Buyer in obtaining such permits and approval and to execute any and all documents and applications required by public agencies (local, state and federal) to obtain the same with clear understanding that it shall be the Buyer's responsibility and obligation to construct all improvements and to post necessary security as required by the Town of Medway, and of its

*M.T.*

*Henry Wickett Sr.*  
*Henry Wickett Jr.*      *H.W.*  
*H.W.*      *H.W.*

boards or agencies and the Buyer's obligations to prepare the file and bear the costs of obtaining such approvals and permits. Seller shall provide Buyer with an unrestricted power of attorney to facilitate the granting of all necessary approvals needed for Buyer's proposed development of the premises.

**Purchase of 13 Ohlson Circle Parcel.**

The buyer acknowledges that the seller is willing to sell the entire parcel of 132 acres plus or minus to the buyer because of the buyer's willingness to close on a portion of that land ( 13 Ohlson Circle, Medway, MA, shown on Assessor's Map 14, Lot 20) sooner rather than later. The buyer agrees to close on the 13 Ohlson Circle parcel which includes approximately 1.95 acres of land and a house that is currently rented on or before July 25, 2014. Said property shall be delivered vacant and free of all tenants or occupants, or subject to a tenancy agreement approved by Buyer.

The seller will deliver a good and sufficient deed for this 1.95 acre parcel conveying a good and clear marketable title. It is to be sold "as is" with the house in its current condition. Notwithstanding the foregoing, Buyer shall be given access to the interior of the house within seven days from the signing of this agreement by all parties in order to conduct his own inspections thereof. If Buyer is not satisfied with the results of his inspection, he may elect to terminate this agreement by notice to Seller whereupon all deposits shall be returned to him forthwith and all further obligations under this agreement shall cease. After the buyer's inspection and the condition of 13 Ohlson Circle is deemed satisfactory, if for any reason the buyer does not close on the 13 Ohlson Circle by July 25, 2014, the seller may terminate this agreement and retain \$10,000 of the deposit as liquidated damages, the remaining ~~\$10,000~~ of the deposit will be returned to the buyer at which point the agreement will become null and void. The buyer agrees to pay the seller \$370,000 of the purchase price at this first closing. At the closing the buyer and seller agree that an easement for sewer, water, drainage, utilities, and access, connecting the back land to Ohlson Circle will be retained by the seller. The location of the easement through the lot will be determined by mutual agreement of the Seller and Buyer, said location to be reasonably based on the conditions and topography of the site but in any event shall be located along one of the existing side lot lines of the 13 Ohlson Circle property, and shall not cause 13 Ohlson Circle to become a nonconforming lot. \* See Purchase option Addendum #2

The Buyer shall have the obligation to close on this parcel, 13 Ohlson Circle, on the July 25, 2014 closing date without exception, excepting matters which concern the Seller's obligation to convey a good, clear and marketable title on the 1.95 acre Ohlson Circle parcel. The contingencies for the feasibility studies and approvals outlined above only apply to the "back property", not on the 13 Ohlson Circle 1.95 acre parcel.

**Delivery of Deed at a Second Closing, on the "back property"**

The closing on the " back property" shall be within 90 days of final definitive approval of the subdivision under MGL chapter 40A or 40B for not less than 120 residential building lots and the expiration of all appeal periods for said subdivision. If approval is are obtained for less than the 120 lots, the buyer will have the option to close on the back property without deduction in price.

see  
\* Guy Wickert  
Henry W.  
M.T.  
\$70,000

see  
\* Guy Wickert  
Henry W.  
M.T.

M.T.

\* Guy Wickert  
Henry W.

f. n. j.  
see.

The Swan Parcel

It is herein acknowledged that the seller has a signed Purchase and Sale Agreement to purchase a parcel of land (The Swan Parcel) with frontage on Winthrop Street, Medway, MA. It is understood that this parcel is important to the development of the back property and is part of the 132 acres the seller is agreeing to sell to the buyer. And, it is important that the closing for the Swan Parcel take place as soon as possible.

To acquire the Swan Parcel, the buyer (Mounir Tayara, or his nominee) agrees to fund the purchase with a loan of \$400,000 to the seller (Wickett). This loan will carry interest at a 5% APR not compounded but it is understood that Wickett will not have to make interest payments. The interest will accrue and be a credit to the buyer at the closing of the back property. Interest will be charged and accrue as follows 5% APR for the first year, 4 % for the second year and 3% APR thereafter Wickett agrees to take title to the Swan Parcel and give a \$400,000 mortgage to the buyer (Mounir Tayara) to secure the loan.

The closing for the Swan Parcel will take place after the expiration of the 90 day feasibility study and the buyer has made the determination that the project is feasible. The Buyer agrees to close on the loan for the Swan Parcel purchase within 30 days of the expiration of the feasibility Study time period in order to allow the Seller to purchase the Swan Parcel. If for any reason the approvals for the proposed subdivision are not granted, or are nullified due to a successful appeal thereof, the Buyer may terminate his remaining obligations under this agreement by written notice to the Seller, whereupon all unapplied deposits shall be returned to the Buyer forthwith and Seller shall have 120 days from said notice to repay the \$400,000 mortgage on the Swan property (including any accrued interest) to the Buyer. Buyer shall retain the 13 Ohlson Circle property and Seller shall retain (subject to their obligations to repay the aforementioned mortgage) the Swan property and the other parcels described herein (other than the 13 Ohlson Circle property).

Buyer Mounir Tayara 7/10/2014  
Mounir Tayara or assignee

X Seller Henry L. Wickett, Sr.  
Henry L. Wickett, Sr.

H. Wickett, Sr.  
Wickett

Henry L. Wickett Jr.

α

Henry L. Wickett, Jr.

Henry L. Wickett Jr.

Wickett Development Company, Inc., by Henry L. Wickett, its President and Treasurer

H. L. Wickett Jr.  
Wickett

**Addendum #2**

**RE-PURCHASE OPTION**

If Buyer does not purchase the "Back Property", Seller may elect to re-purchase the 13 Ohlson Circle property from Buyer for \$370,000, by giving written notice to Buyer of Seller's intention to do so no later than 60 days after: (a) Buyer has notified Seller that Buyer is not completing the purchase of the "Back Property" or (b) Buyer has failed to purchase the "Back Property" within the time frame set forth in Addendum #1.

If Seller so elects to exercise this option to re-purchase the 13 Ohlson Circle property, Buyer shall, at the Norfolk County Registry of Deeds at 1:00 p.m. on the first business day (meaning a day on which said Registry is open for recordings) occurring not less than the later of: (a) 60 days after Seller's notice to Buyer, or (b) six months following buyer's purchase of 13 Ohlson Circle, deliver to Seller a quitclaim deed conveying good, clear record and marketable title to Seller, subject only to the encumbrances of record as had existed as of the time of the conveyance from Seller to Buyer.

At the time of such closing, Buyer shall deliver to Seller full possession of said property, free of all tenants and occupants (except those tenants or occupants, which had occupied the property subject to a tenancy approved by Buyer at the time that Buyer purchased said property), and the premises shall then be in broom clean condition and in the same condition as it was when purchased by Buyer, reasonable use and wear thereof excepted. Notwithstanding anything stated herein to the contrary, Buyer shall cause all mortgages, deeds of trust and security interests affecting the 13 Ohlson Circle property to be satisfied and released prior to or simultaneously with the conveyance to Seller.

All transfer and sales and other taxes and recording and other fees payable as a consequence of the purchase shall be borne by the party responsible therefor customarily in Massachusetts. Buyer shall not be responsible for payment of any broker's fees in connection with Seller's exercise of its option to re-purchase the property.

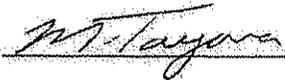
Real estate taxes and water and sewer charges, shall be adjusted as of the time of closing and there shall be no other adjustments between Buyer and Seller.

The aforementioned re-purchase option shall not be affected by a condemnation of the property, but in such an event, the purchase price shall be adjusted proportionately. In the event that a condemnation proceeding is commenced affecting the property or there is a fire or other casualty damage to the property subsequent to the exercise by Seller of Seller's option, Seller shall have the right to cancel the exercise of the re-purchase option upon notice to Buyer to that effect prior to the closing of the re-purchase as though Seller had never exercised the re-purchase option.

Buyer agrees that upon the request of Seller to execute and deliver a notice of the re-purchase option in form acceptable for recording at the applicable registry of deeds; provided however, in the event such a notice is not accepted for recording at the applicable registry of deeds, Buyer agrees, upon request by Seller, to execute and deliver to Seller for recording a mortgage securing Buyer's obligations under this section. Buyer covenants that it will not make a mortgage, deed of trust or security interest affecting the 13 Ohlson Circle property which secures indebtedness (including any interest or penalties thereon) exceeding \$370,000 unless and until the period of time in which Seller may exercise its re-purchase option has expired.

If the re-purchase option is exercised by Seller, Buyer and Seller agree to execute, acknowledge and deliver such documents and instruments would be reasonable and customary in the Commonwealth of Massachusetts in order to effectuate such a transaction.

Time is of the essence of this re-purchase option.

  
\_\_\_\_\_

Buyer

X   
\_\_\_\_\_

Seller

X   
\_\_\_\_\_

  
\_\_\_\_\_

**SWAN PARCEL**

**Deed into Henry Wickett from Swan  
Parcel included in P&S from Wickett to  
Mounir Tayara**

RECEIVED AND RECORDED  
NORFOLK COUNTY  
REGISTRY OF DEEDS  
DEDHAM, MA

MASSACHUSETTS STATE EXCISE TAX  
Norfolk Registry of Deeds  
Date: 12-09-2014 @ 12:06pm  
Ct1#: 858 Doc#: 108028  
Fee: \$1,824.00 Com: \$400,000.00

CERTIFY

*William P. O'Donnell*  
WILLIAM P. O'DONNELL, REGISTER

QUITCLAIM DEED

I, BARBARA J. SWAN, a single person, of Holliston, Middlesex County, Massachusetts  
for consideration paid, and in full consideration of FOUR HUNDRED THOUSAND AND  
00/100 (\$400,000.00) DOLLARS

grant to HENRY WICKETT, individually

of 38746 Clinton Avenue, Dade City, Florida

th *quitclaim covenants*

The land in Medway, Norfolk County, Massachusetts, together with the buildings thereon,  
situated on the Easterly side of Winthrop Street, bounded and described as follows:

- WESTERLY by Winthrop Street, 680 feet;
- SOUTHERLY by land now or formerly of Howland, by a stone wall, 300 feet;
- EASTERLY by land now or formerly of Cutler, by a stone wall, 375 feet;
- SOUTHERLY again by said land now or formerly of Cutler and by a stone wall, 1120 feet;
- EASTERLY again by said land now or formerly of Cutler, 300 feet, and
- NORTHERLY by land now or formerly of James P. Winchester et ux. 1375 feet.

Be all of said measurements more or less, or however otherwise said premises may be measured,  
bounded or described.

There are excepted and excluded from the above described premises Lots 1 and 2 shown on the  
plan entitled "Plan of Land in Medway, Mass. Property of David J. Morison et ux" dated  
November 1, 1956 by Schofield Brothers, Reg. Civil Engrs., which plan is recorded with Norfolk  
Registry of Deeds in Book 3521, Page 397, for a more particular description of said Lots 1 and 2,  
reference is hereby made to said plan.

Grantor hereby voluntarily releases any and all rights of homestead in and to the property to  
which they may be entitled under the laws of the Commonwealth of Massachusetts and state that  
no other person is entitled to any homestead rights in said property.

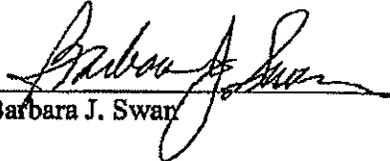
Premises are conveyed subject to easements of record and rights of way of record insofar as the  
same may be in force and applicable.

For Grantor's title, see Deed recorded with Norfolk Registry of Deeds in Book 5176, Page 526.  
See also death certificate of John Swan, Jr. recorded herewith.

Property: 102 Winthrop Street, Medway, MA 02053

Quitclaim Deed  
102 Winthrop Street  
Medway, MA 02055

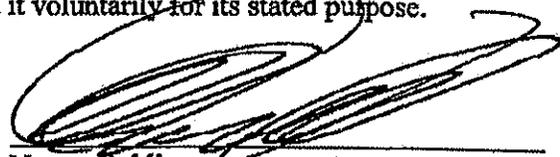
Executed as a sealed instrument this 19<sup>th</sup> day of November, 2014.

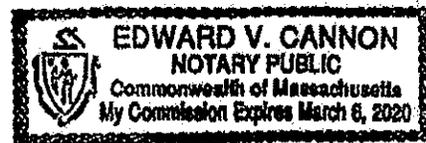
  
Barbara J. Swan

**THE COMMONWEALTH OF MASSACHUSETTS**

Norfolk, ss:

On the 19<sup>th</sup> day of November, 2014, before me, the undersigned notary public, personally appeared Barbara J. Swan, proved to me through satisfactory evidence of identification, which was her driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

  
Notary Public



ASSESSORS PLAT 14-020 ( 13 OHLSON CIRCLE)

DEED

WICKETT DEVELOPMENT COMPANY

TO NOVUS HOMES, LLC

RECEIVED AND RECORDED  
NORFOLK COUNTY  
REGISTRY OF DEEDS  
DEDHAM, MA

MASSACHUSETTS STATE EXCISE TAX  
Norfolk Registry of Deeds  
Date: 08-01-2014 @ 03:43pm  
Ct1#: 1540 Doc#: 65553  
Fee: \$1,687.20 Const: \$370,000.00

CERTIFY

*William P. O'Donnell*  
WILLIAM P. O'DONNELL, REGISTER

**QUITCLAIM DEED**

**WICKETT DEVELOPMENT COMPANY, INC.**, a Massachusetts corporation, having an address of 38746 Clinton Avenue, Dade City, Florida 33525,

in consideration of **THREE HUNDRED SEVENTY THOUSAND and 00/100 (\$370,000.00) DOLLARS**,

**GRANTS to NOVUS HOMES, LLC**, a Massachusetts limited liability company, having an address of 400 Foxborough Boulevard, Unit 8306, Foxborough, Massachusetts 02035,

**WITH QUITCLAIM COVENANTS**,

The land with the buildings thereon in Medway, Norfolk County, Massachusetts on the Northeasterly side of Ohlson Circle and being shown as Lot 214 on the plan entitled "'Sect II Lovering Farms at Medway', Subdivision Plan of Land in Medway, Mass., Owned by Natick Five Cents Savings Bank, dated April 6, 1972, prepared by Guerriere & Halnon, Inc., Engineering and Land Surveying," and recorded with the Norfolk County Registry of Deeds as Plan No. 666-C of 9, 1972, Plan Book 232, and being more particularly bounded and described as follows:

- SOUTHWESTERLY by Ohlson Circle, 180.00 feet;
- NORTHWESTERLY by Lot 213, as shown on said plan, 510.54 feet;
- NORTHEASTERLY by land of George F. Pavlik, 186.46 feet; and
- SOUTHEASTERLY by land of George F. Pavlik and by Lot 215, as shown on said plan, 443.64 feet.

Containing according to said plan, 85,031 square feet.

Said premises are conveyed together with the right to use the streets and ways shown on said plan for all purposes for which streets and ways are commonly used in the Town of Medway in common with all others lawfully entitled thereto.

Premises: 13 Ohlson Circle, Medway, Massachusetts

Sid premises are conveyed subject to and with the benefit of all easements and restrictions of record insofar as the same may be applicable.

Meaning and intending to convey the same premises conveyed to the Grantor by deed of Henry L. Wickett, Sr. dated February 25, 2014 and recorded with the Norfolk County Registry of Deeds in Book 32098, Page 474.

*This conveyance is made in the ordinary course of Grantor's business and does not represent the sale of all or substantially all of the Grantor's assets in the Commonwealth of Massachusetts.*

Signed as a sealed instrument this 1st day of August, 2014.

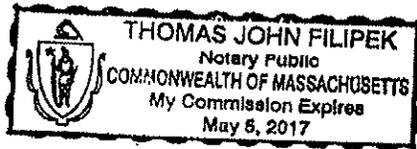
WICKETT DEVELOPMENT COMPANY, INC.

By: X *Henry L. Wickett Sr.*  
Name: Henry L. Wickett, Sr.  
Title: President and Treasurer

COMMONWEALTH OF MASSACHUSETTS

Bristol, ss.

On August 1, 2014, before me, the undersigned notary public, personally appeared Henry L. Wickett, Sr., President and Treasurer as aforesaid, who has proved to me through satisfactory evidence of identification, which was his Florida driver's license the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of Wickett Development Company, Inc., a Massachusetts corporation.



A1101398.2

*Thomas John Filipek*  
Thomas John Filipek - Notary Public  
My commission expires: May 5, 2017



A true copy from Lib. 32449 Fol. 429  
in Norfolk County Registry of Deeds  
Dedham, MA  
2 Certify: *William P. O'Connell*  
Register

ASSESSORS PLAT 14-020  
REAR PORTION ( 13 OHLSON CIRCLE)

PURCHASE & SALES

NOVUS HOMES, LLC ( SELLER)  
TIMBER CREST, LLC ( BUYER)

PURCHASE AND SALE AGREEMENT

This 12 day of March, 2015

1. PARTIES AND MAILING ADDRESSES

NOVUS HOMES, LLC, a Massachusetts limited liability company, having its principal place of business at 400 Foxborough Boulevard, Unit 8306, Foxborough, Massachusetts 02035 Hereinafter called the SELLER, agrees to SELL and TIMBER CREST, LLC, a Massachusetts limited liability company, having its principal place of business at 400 Foxborough Boulevard, Unit 8306, Foxborough, Massachusetts 02035 Hereinafter, called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises:

2. DESCRIPTION

Land in Medway, Norfolk County, Massachusetts on the Northeasterly side of Ohlson Circle and being a portion of Lot 214 shown on the plan entitled "Sect II Lovering Farms at Medway", Subdivision Plan of Land in Medway, Mass., Owned by Natick Five Cents Savings Bank, dated April 6, 1972, prepared by Guerriere & Halnon, Inc., Engineering and Land Surveying," and recorded with the Norfolk County Registry of Deeds as Plan No. 666 of 1972, Plan Book 232. It is expressly understood that SELLER shall retain that portion of said Lot 214 which contains the house located thereon (known as and numbered 13 Ohlson Circle) and a portion of land which is necessary for the house and remaining lot to continue to conform to local zoning by-laws and sufficient to obtain an ANR plan through the local planning board. The SELLER shall grant an easement to BUYER over the portion of Lot 214 sufficient for emergency access to the portion conveyed to Buyer and other land of BUYER to be included in BUYER's proposed M.G.L. Chapter 40B development. For SELLER's title, see deed of Wickett Development Company, Inc. recorded with Norfolk County Registry of Deeds in Book 32449, Page 424.

3. IMPROVEMENTS

[Intentionally Deleted]

4. TITLE DEED

Said premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except (a) Provisions of existing building and zoning laws; (b) Existing rights and obligations in party walls which are not the subject of written agreement; (c) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed; (d) Any liens for municipal betterments assessed after the date of this agreement; (e) Easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with the proposed use of said premises for inclusion in a residential M.G.L. Chapter 40B development.

5. PLANS

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

6. REGISTERED TITLE

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

7. PURCHASE PRICE

The agreed purchase price for said premises is One Hundred Thousand (\$100,000.00) Dollars, of which

Table with 3 columns: Amount, Description, and Payment Method. Row 1: \$ 1.00 has been paid as a deposit this day; and. Row 2: \$ 99,999.00 is to be paid at the time of delivery of the deed in cash, or by certified, cashier's, treasurer's, or bank check(s). Row 3: \$ 100,000.00 TOTAL

M.T.

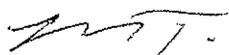
M.T.

- TIME FOR PERFORMANCE; DELIVERY OF DEED
- Such deed is to be delivered at 1:00 o'clock P. M. on the tenth business day occurring at least 60 days from the date that the appropriate board of the Town of Medway issues a final Comprehensive Permit under Massachusetts General Laws, Chapter 40B at the offices of the BUYER'S counsel at 32 Norfolk Avenue, South Easton, Massachusetts, unless otherwise agreed upon in writing. For the purposes hereof, a "business day" shall be a day on which the Norfolk County Registry of Deeds is open for recordings. It is agreed that time is of the essence of this agreement.
9. POSSESSION AND CONDITION OF PREMISE
- Full possession of said premises free of all tenants and occupants, except as herein provided, is to be delivered at the time of the delivery of the deed, said premises to be then in compliance with the provisions of any instrument referred to in clause 4 hereof.
10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM
- If the SELLER shall be unable to give title or make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of the delivery of the deed the premises do not conform with the provisions hereof, then the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended until such time as the title is clear and marketable and insurable.
11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc.
- If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title deliver possession, or make the premises conform, as the case may be, all as herein agreed, or if at any time during the period of this agreement or any extensions thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease, at the option of the BUYER, and this agreement shall be void and without recourse to the parties hereto.
12. BUYER'S ELECTION TO ACCEPT TITLE
- The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said premises shall have been damaged by fire or casualty insured against, then the SELLER shall, unless the SELLER has previously restored the premises to their former condition, either
- (a) pay over or assign to the BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLER for any partial restoration, or
- (b) if a holder of a mortgage on said premises shall not permit the insurance proceeds or a part thereof to be used to restore the premises to their former condition or to be so paid over or assigned, give to the BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by the SELLER for any partial restoration.
13. ACCEPTANCE OF DEED
- The acceptance of a deed by the BUYER or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.
14. USE OF MONEY TO CLEAR TITLE
- To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed, or reasonably soon thereafter in accordance with customary conveyancing practice.
15. INSURANCE
- Until the delivery of the deed, the SELLER shall maintain insurance on said premises as follows:
- |     | <u>Type of Insurance</u> | <u>Amount of Coverage</u> |
|-----|--------------------------|---------------------------|
| (a) | Liability                | \$ LAND ONLY              |
| (b) |                          |                           |

*M.T.*

*M.T.*

- . ADJUSTMENTS Water charges, and taxes for the then current fiscal year, shall be apportioned and fuel value shall be adjusted, as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed.
17. ADJUSTMENT OF UNASSESSED AND ABATED TAXES If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.
18. SELLER'S AND BUYER'S REPRESENTATION The Seller represents, covenants and warrants that the Seller has the legal right, power and authority to enter into this agreement and to perform all of its obligations under this agreement. Buyer represents, covenants and warrants that Buyer has the legal right, power and authority to enter into this agreement and to perform all of its obligations under this agreement.
19. BROKER'S FEE [Intentionally Deleted]
20. BROKER(S) WARRANTY [Intentionally Deleted]
21. DEPOSIT All deposits made hereunder shall be held and used by SELLER subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement. The SELLER shall have no obligation to pay BUYER interest on said deposits.
22. BUYER'S DEFAULT; DAMAGES If the BUYER shall fail to fulfill the BUYER's obligations under this Agreement, or shall breach the terms of this Agreement, then all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages and this shall be the sole and exclusive remedy of the SELLER at law or in equity for BUYER's default.
23. RELEASE BY HUSBAND OR WIFE [Intentionally Deleted]
24. BROKER AS PARTY [Intentionally Deleted]
25. LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, etc. If the SELLER or BUYER executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.
25. WARRANTIES AND REPRESENTATIONS The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either the SELLER or the Broker(s): **NONE, except as stated herein.**
27. CONSTRUCTION OF AGREEMENT This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and enures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended by a written instrument executed by both the SELLER and BUYER. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.



79. ADDITIONAL  
PROVISIONS

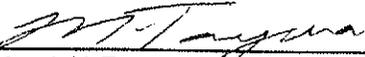
The initialed riders, if any, attached hereto, are incorporated herein by reference.

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

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

NOVUS HOMES, LLC (Seller)

TIMBER CREST, LLC (Buyer)

By:   
Mounir M. Tayara, Manager

By:   
Mounir M. Tayara, Manager

**GRILLI PARCEL**  
**ASSESSORS MAP 15-001**  
**DEED FROM LORETO GRILLI AND**  
**NEIDE M. GRILLI**  
**TO**  
**TIMBER CREST LLC.**

RECEIVED AND RECORDED  
NORFOLK COUNTY  
REGISTRY OF DEEDS  
DEDHAM, MA

Bk 32841 Pg 560 #3998  
01-15-2015 @ 03:03p

CERTIFY  
*William P. O'Donnell*  
WILLIAM P. O'DONNELL, REGISTER

SEE PLAN FILED IN

PLAN BOOK 636 PAGE 75

MASSACHUSETTS STATE EXCISE TAX  
Norfolk Registry of Deeds  
Date: 01-15-2015 @ 03:03pm  
Ct1#: 1320 Doc#: 3998  
Fee: \$273.60 Cons: \$60,000.00

QUITCLAIM DEED

Premises: 153R Holliston Street, Medway, Massachusetts

LORETO GRILLI and NEIDE M. GRILLI, in consideration of SIXTY THOUSAND and 00/100 (\$60,000.00) DOLLARS,

GRANT to TIMBER CREST, LLC, a Massachusetts limited liability company having an address of 400 Foxborough Boulevard, Unit 8306, Foxborough, Massachusetts 02035 ("Grantee"),

WITH QUITCLAIM COVENANTS,

The land with the buildings thereon in Medway, Norfolk County, Massachusetts described as follows:

Parcel 2A as shown on a plan entitled "Plan of Land in Medway, MA" dated August 20, 2014, revised September 5, 2014, prepared by Colonial Engineering, Inc., and being recorded with the Norfolk County Registry of Deeds as Plan Book 636 of ~~7~~, in Plan Book Page 75.

Containing 4.928 acres, more or less, according to said plan.

Meaning and intending to convey a portion of the premises conveyed to us by deed of George B. Dill dated June 5, 1989 and recorded with the Norfolk County Registry of Deeds in Book 8335, Page 7.

Signed as a sealed instrument this 15th day of January, 2015.

*Loreto Grilli*  
\_\_\_\_\_  
Loreto Grilli

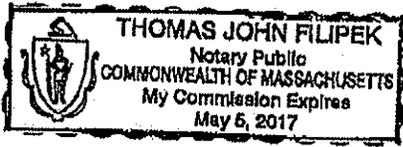
*Neide M. Grilli*  
\_\_\_\_\_  
Neide M. Grilli

2

COMMONWEALTH OF MASSACHUSETTS

Bristol, ss.

On January 15, 2015, before me, the undersigned notary public, personally appeared Loreto Grilli, who has proved to me through satisfactory evidence of identification, which was his Massachusetts driver's license, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.

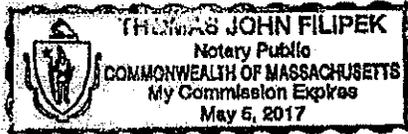


*Thomas John Filipek*  
Thomas John Filipek - Notary Public  
My commission expires: May 5, 2017

COMMONWEALTH OF MASSACHUSETTS

Bristol, ss.

On January 15, 2015, before me, the undersigned notary public, personally appeared Neide M. Grilli, who has proved to me through satisfactory evidence of identification, which was her Massachusetts driver's license, to be the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily for its stated purpose.



*Thomas John Filipek*  
Thomas John Filipek - Notary Public  
My commission expires: May 5, 2017

PAULIK PARCEL

PARCEL 15-09

DOROTHY PAULIK

P&S AGREEMENT

15-09

PURCHASE AND SALE AGREEMENT

This 18<sup>th</sup> day of November 2014 *mt. [signature]*

1. PARTIES AND MAILING ADDRESSES

DOROTHY F. PAVLIK, of 134 Holliston Street, Medway, Massachusetts 02053, SUSAN J. PAVLIK, of 134 Holliston Street, Medway, Massachusetts 02053, NANCY P. RUSSELL, of 117 Monroe Street, Douglas, Massachusetts 01516, JAMES A. PAVLIK, of 72 Ocean Hill Drive, Kingston, Massachusetts 02360 and THOMAS F. PAVLIK, of 19 Center Street, Medway, Massachusetts 02053 Hereinafter called the SELLER, agrees to SELL and MOUNIER TAYARA, or his nominee, of 400 Foxborough Boulevard, Unit 8306 Foxborough, Massachusetts 02035 Hereinafter, called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises:

2. DESCRIPTION

Parcel A: The land in Medway, Norfolk County, Massachusetts, located at 143 Holliston Street, being shown on a plan drawn by Eagle Surveying and Engineering, Inc., Surveyors, dated July 7, 1989, a copy of a portion of which is filed at the Norfolk County Registry of Deeds as Plan No. 388 of 1995, Plan book 431, consisting of approximately 19 acres of land, together with the right to use the Way (private), as shown on said plan to and from said land and Holliston Street, in common with others, and being the land described in deed of Dorothy F. Pavlik dated April 9, 2007 and recorded with Norfolk County Registry of Deeds in Book 24701, Page 7.

Parcel B: The land in Medway, Norfolk County, Massachusetts described as 147 R Holliston Street, having an Assessors Parcel ID of 15-005-0065, consisting of approximately 4 acres of land and being the "tract of meadow land" described in deed of Milada M. Kugel to George Pavlik dated April 21, 1986 and recorded with Norfolk County Registry of Deeds in Book 7082, Page 53.

3. IMPROVEMENTS

[Intentionally Deleted]

4. TITLE DEED

Said premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except  
(a) Provisions of existing building and zoning laws;  
(b) Existing rights and obligations in party walls which are not the subject of written agreement;  
(c) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;  
(d) Any liens for municipal betterments assessed after the date of this agreement;  
(e) Easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with the proposed use of said premises for residential M.G.L. Chapter 40B development.

5. PLANS

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

6. REGISTERED TITLE

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

7. PURCHASE PRICE

The agreed purchase price for said premises is Two Hundred Fifty Thousand (\$250,000.00) Dollars, of which

- \$ 10,000.00 has been paid as a nonrefundable down payment this day; and
- \$ 240,000.00 (less an agreed credit to Buyer of \$5,000 in return for Buyer's agreement to pay taxes per Clause 16 hereof) is to be paid at the time of delivery of the deed in cash, or by certified, cashier's, treasurer's, or bank check(s)

\$ 250,000.00 TOTAL

*mt.*

*AND TP SFK  
NH JSP*

8. TIME FOR PERFORMANCE; DELIVERY OF DEED

Such deed is to be delivered at 1:00 o'clock P. M. on the earlier of (a) three (3) years from the date hereof (unless extended in accordance with Clause 29 of Addendum A); or (b) the first business day occurring at least 60 days from the date that the appropriate board of the Town of Medway issues a final Comprehensive Permit under Massachusetts General Laws, Chapter 40B at the offices of the BUYER'S counsel at 32 Norfolk Avenue, South Easton, Massachusetts, unless otherwise agreed upon in writing. For the purposes hereof, a "business day" shall be a day on which the Norfolk County Registry of Deeds is open for recordings. It is agreed that time is of the essence of this agreement.

9. POSSESSION AND CONDITION OF PREMISE

Full possession of said premises free of all tenants and occupants, except as herein provided, is to be delivered at the time of the delivery of the deed, said premises to be then in compliance with the provisions of any instrument referred to in clause 4 hereof.

10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM

If the SELLER shall be unable to give title or make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of the delivery of the deed the premises do not conform with the provisions hereof, then the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended until such time as the title is clear and marketable and insurable.

11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc.

If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title deliver possession, or make the premises conform, as the case may be, all as herein agreed, or if at any time during the period of this agreement or any extensions thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, and all obligations of the parties hereto shall cease, at the option of the BUYER, and this agreement shall be void and without recourse to the parties hereto.

12. BUYER'S ELECTION TO ACCEPT TITLE

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

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

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

13. ACCEPTANCE OF DEED

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

14. USE OF MONEY TO CLEAR TITLE

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

15. INSURANCE

Until the commencement of any activity on the property, excluding wetland flagging and survey work, the SELLER shall maintain insurance on said premises as follows:

Type of Insurance	Amount of Coverage
(a) Liability	\$ LAND ONLY

BUYER will provide liability insurance prior to the commencement of any work on the property (excluding

Handwritten signatures and initials: JAP, M.F., T.P., NM, JAP.

wetland flagging and survey work), and will name the owners of record as additionally insured.

16. ADJUSTMENTS  
Buyer shall pay all real estate taxes, when due, from the time that this agreement is fully executed until he accepts delivery of a deed or until he terminates the agreement in accordance with its terms. If terminated, Seller shall have no obligation to repay Buyer for any real estate taxes paid by Buyer.
17. ADJUSTMENT OF UNASSESSED AND ABATED TAXES  
[Intentionally Deleted]
18. SELLER'S AND BUYER'S REPRESENTATION  
The Seller represents, covenants and warrants that the Seller has the legal right, power and authority to enter into this agreement and to perform all of its obligations under this agreement. Buyer represents, covenants and warrants that Buyer has the legal right, power and authority to enter into this agreement and to perform all of its obligations under this agreement.
19. BROKER'S FEE  
[Intentionally Deleted]
20. BROKER(S) WARRANTY  
[Intentionally Deleted]
21. DEPOSIT  
All deposits made hereunder shall be non-refundable as of the time of payment but shall be duly accounted for at the time for performance of this agreement.
22. BUYER'S DEFAULT; DAMAGES  
If the BUYER shall fail to fulfill the BUYER's obligations under this Agreement, or shall breach the terms of this Agreement, then all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages and this shall be the sole and exclusive remedy of the SELLER at law or in equity for BUYER's default.
23. RELEASE BY HUSBAND OR WIFE  
The SELLER's spouse hereby agrees to join in said deed and to release and convey all statutory and other rights and interests in said premises.
24. BROKER AS PARTY  
Neither party has utilized the services of a broker.
25. LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, etc.  
If the SELLER or BUYER executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.
25. WARRANTIES AND REPRESENTATIONS  
The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either the SELLER or the Broker(s): NONE, except as stated herein.
27. CONSTRUCTION OF AGREEMENT  
This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and ensures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended by a written instrument executed by both the SELLER and BUYER. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent

(of the parties to it.)  
DJP  
NMA

M. P. ROSE  
1372  
NMA

28. ADDITIONAL  
PROVISIONS

of the parties to it.

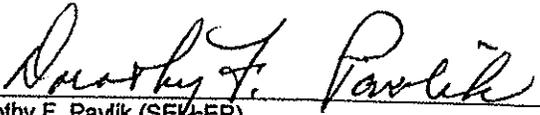
The initialed riders, if any, attached hereto, are incorporated herein by reference.

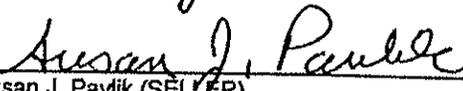
Rider A – Addendum

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

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

  
Mounir Tayara (BUYER)

  
Dorothy F. Pavlik (SELLER)

  
Susan J. Pavlik (SELLER)

  
Nancy P. Russell (SELLER)

  
James A. Pavlik (SELLER)

  
Thomas F. Pavlik (SELLER)

**RIDER A**  
**ADDENDUM TO PURCHASE AND SALE AGREEMENT**  
**BY AND BETWEEN DOROTHY F. PAVLIK ET ALS, AS SELLERS,**  
**AND MOUNIER TAYARA, AS BUYER**  
**CONCERNING PROPERTY AT 143 and 147 R HOLLISTON STREET,**  
**MEDWAY, MASSACHUSETTS**

29. If Buyer does not obtain a Comprehensive Permit under Chapter 40B within 3 years from the date of this agreement, or within any further extension hereunder, then Buyer may elect to extend the date for performance hereunder by an additional six months upon payment of an additional non-refundable payment of \$10,000 for each such extension, which additional payment(s) shall not be applied to the purchase price. If Buyer fails to obtain a Comprehensive Permit hereunder by the time for performance hereunder, if at any point decides, in his sole discretion, that it is no longer practical to continue to seek approval of a Comprehensive Permit or appeal the denial thereof, Buyer may elect to terminate this agreement, whereupon this agreement shall become null and void and without recourse to either party, and Buyer's obligations to pay property taxes under Clause 16 hereof shall cease.

30. Notwithstanding anything to the contrary in Clause 8 or Clause 31 hereof, Buyer may elect to close earlier than the deadlines stated herein by giving written notice to the Seller of a date and time for performance at least 30 days after the date that said notice and prior to the date for performance pursuant to Clause 8 or Clause 31, as may have been extended. Upon receipt of said notice, Seller shall be obligated to deliver a deed to Buyer, or his nominee, in accordance with the other provisions hereof at the Norfolk County Registry of Deeds. The date and time for performance stated in the aforementioned notice must be a date and time at which said registry of deeds is open for recordings.

31. If it is determined by Seller, at any point prior to the time for performance hereunder, that no part of Parcel B is within the described boundaries of any of the parcels which Buyer is purchasing from Henry Wickett, Henry L. Wickett, Jr. or Wickett Development Company, Inc., whether or not such boundaries are disputed, and therefore not part of the land for which Buyer shall be seeking Chapter 40B approval, then upon verification by Buyer, Seller may retain ownership of said Parcel B, without deduction from the purchase price as agreed to herein. Buyer agrees to share his Title research as to ownership and location of Parcel B with Seller within 15 days of request by Seller.

32. Seller will be notified in advance (48 hour notice) if any intrusive work is to be performed on the property including but not limited to any soil testing, tree cutting, etc., and that you will restore any such areas to same existing conditions (except replacing cut trees).

33. Buyer will be responsible to remediate any damage caused to the property in the event of any Enforcement Orders be DEP and/or Conservation Commission, including any alteration of wetlands or reportable oil/gas spills and/or leaking hydraulics from excavation equipment.

*mt. mt.*

*TO SPP  
SPP  
SPP*

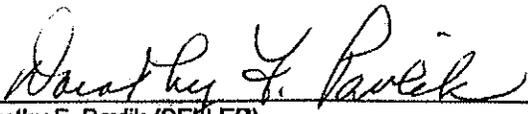
PROVISIONS

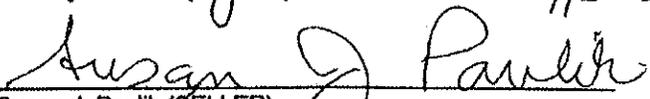
Rider A – Addendum

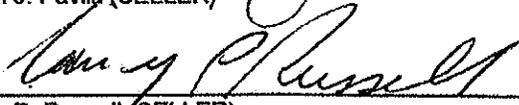
FOR RESIDENTIAL PROPERTY CONSTRUCTED PRIOR TO 1978. BUYER MUST ALSO HAVE SIGNED  
LEAD PAINT "PROPERTY TRANSFER NOTIFICATION CERTIFICATION"

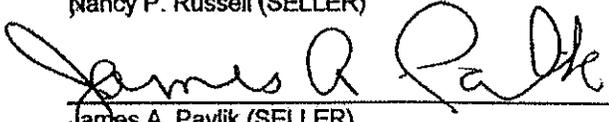
NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney.

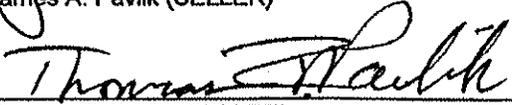
  
\_\_\_\_\_  
Mounir Tayara (BUYER)

  
\_\_\_\_\_  
Dorothy F. Pavlik (SELLER) 11- -14

  
\_\_\_\_\_  
Susan J. Pavlik (SELLER)

  
\_\_\_\_\_  
Nancy P. Russell (SELLER)

  
\_\_\_\_\_  
James A. Pavlik (SELLER)

  
\_\_\_\_\_  
Thomas F. Pavlik (SELLER)