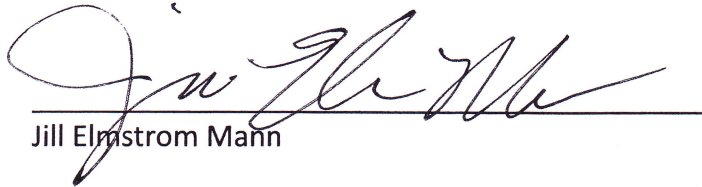


AFFIDAVIT OF NOTICE

I, Jill Elmstrom Mann, hereby certify that the Notice of Intent to sell land taxed under M.G.L.A. ch. 61A and all of its attachments thereto have been sent to the Board of Selectmen, Town Administrator, Board of Assessors, Conservation Commission, and Planning Board of the Town of Topsfield as well as the Massachusetts State Forester.

I certify that said Notice and all attachments were delivered by certified mail to the each of the above-named parties. The certified mail receipts will be delivered under separate cover as they are received from the post office.

Signed and subscribed to under the penalties of perjury on this 28th day of July 2015.

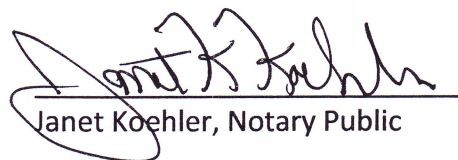
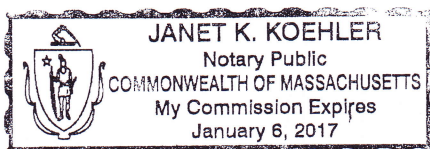


Jill Elmstrom Mann

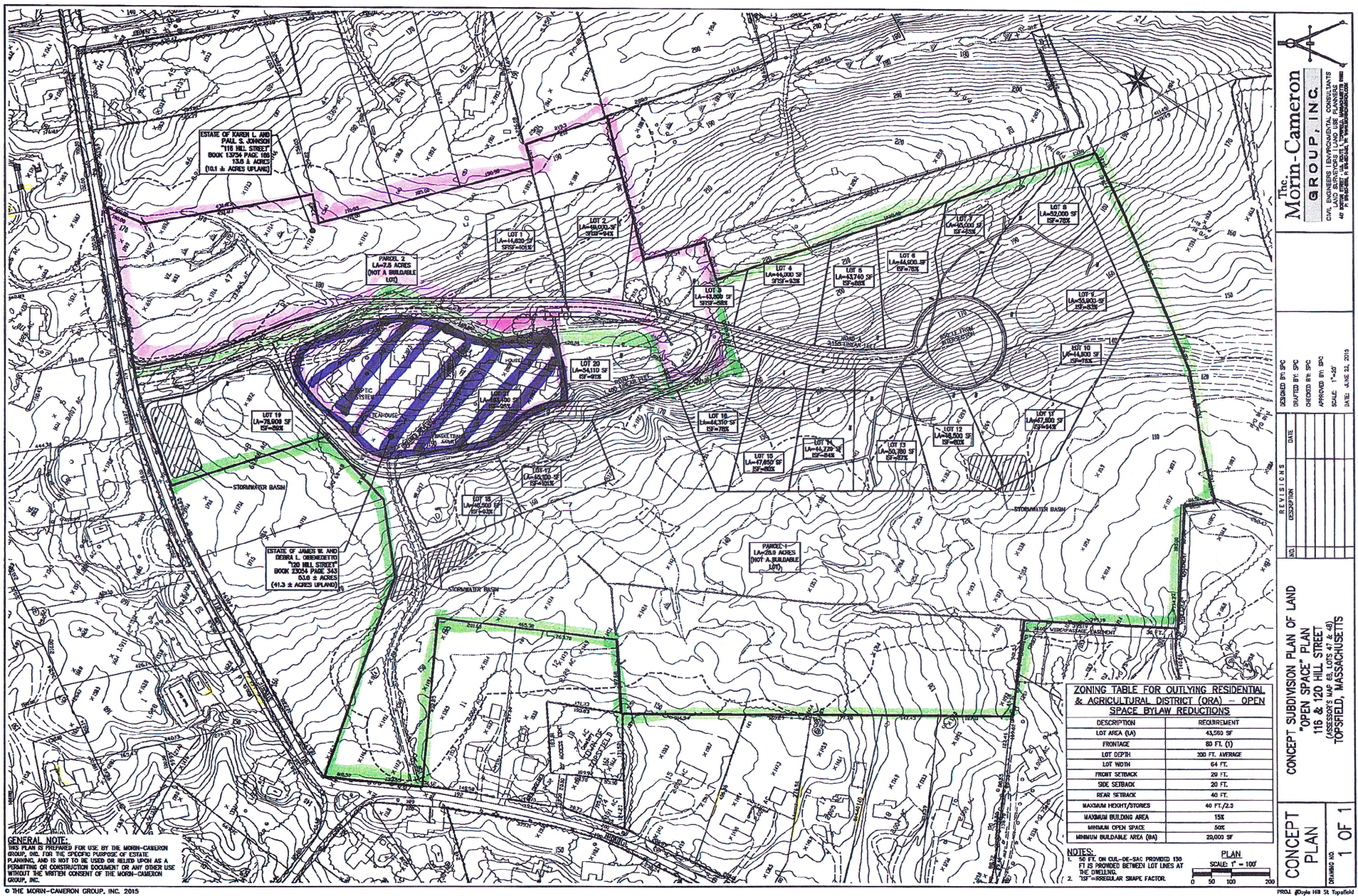
COMMONWEALTH OF MASSACHUSETTS

County of Essex

On this 28th day of July 2015 before me, the undersigned notary public, personally appeared Jill Elmstrom Mann, who 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 document and acknowledged to me that she signed it voluntarily for its stated purpose.



Janet Koehler, Notary Public



EXCLUDED PARCEL BEING RETAINED BY THE DIBENEDETTOS

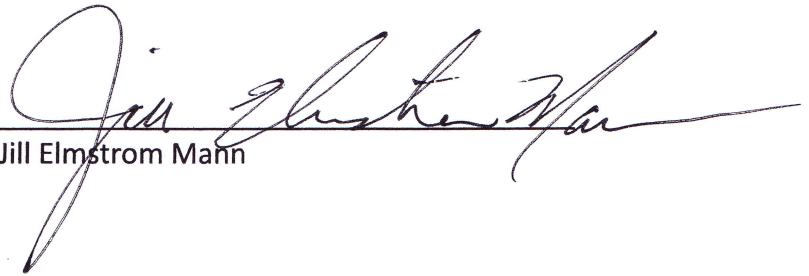
THE PORTION OF THE DIBENEDETTO PROPERTY BEING CONVEYED AND RELEASED FROM THE LIEN

THE PROPERTY KNOWN AS 116 HILL STREET THAT IS BEING COMBINED WITH THE DIBENEDETTO PROPERTY

AFFIDAVIT REGARDING PURCHASE AND SALE AGREEMENT

I, Jill Elmstrom Mann, hereby certify that the attached Purchase and Sale Agreement is a true and complete copy of the original Purchase and Sale Agreement signed by James and Debra DiBenedetto and New Meadows Development LLC on the 2nd day of July 2015.

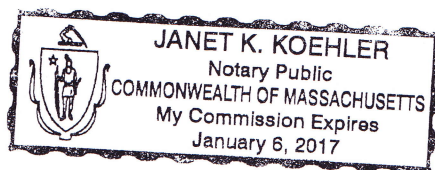
Signed under the pains and penalties of perjury on this 28th day of July 2015.

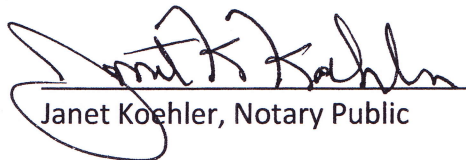

Jill Elmstrom Mann

COMMONWEALTH OF MASSACHUSETTS

County of Essex

On this 28th day of July 2015 before me, the undersigned notary public, personally appeared Jill Elmstrom Mann, who 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 document and acknowledged to me that she signed it voluntarily for its stated purpose.




Janet Koehler, Notary Public

PURCHASE AND SALE AGREEMENT

This 2nd day of July, 2015

1. PARTIES

James W. Dibenedetto and Debra L. Dibenedetto of 120 Hill Street, Topsfield, MA 01983, hereinafter called the SELLER, agree to Sell, and

New Meadows Development, LLC of 69 North Main Street, Middleton, MA 01949, or its assignee, hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described Premises.

2. DESCRIPTION OF PREMISES

Land only, known and numbered as **120 Hill Street, Topsfield, MA**, *excluding* therefrom the single family dwelling, tea house, basketball court, private hydrant and additional barns; the approximate land to be excluded from sale is shown as "Lot 21 LA= 195,900 s.f." (the "Excluded Parcel") on the concept plan, dated June 22, 2015 attached hereto as Exhibit A. Land to be conveyed contains approximately 48 acres more or less. For Title Reference see deed recorded in Southern Essex Registry of Deeds, Book 23054, Page 343. Such concept plan shows the proposed development which consists of twenty (20) single family residential structures on the Premises and the adjacent property located at 116 Hill Street (the "Project"). BUYER shall ensure that the Excluded Parcel shall at all times conform in all respects to current zoning in accordance with Paragraph 42.

3. 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) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
- (c) Any liens for municipal betterments assessed after the date of this Agreement;
- (d) Any easement, restriction or agreement of record presently in force and applicable.

4. 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.

Buyer's initials




Seller's initials

5. 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.

6. PURCHASE PRICE

The agreed Purchase Price for said premises is Two Million 00/100 (\$2,000,000.00), of which

\$ 1,000.00	having been paid on the Offer
\$ 24,000.00	having been paid this day and
\$ 250,000.00	Promissory Note to Seller at closing (See paragraph)
\$ 1,725,000.00	are to be paid at the time of delivery of Deed in bank, certified
	Checks, or Attorney IOLTA checks or wire transfer
<hr/>	
\$ 2,000,000.00	TOTAL

In the event fewer than 20 subdivision lots are approved for the Project as defined below, then the Purchase Price shall be reduced by \$100,000.00 for each approved lot less than 20; if more than 20 subdivision lots are approved for the Project then the Purchase Price shall be increased by \$100,000.00 for each approved lot more than 20. For purposes of calculating the number of approved lots, the land excluded from conveyance in paragraph 2 above shall not be considered an approved lot.

In the event that only the minimum of 12 lots are approved, then the above-referenced Promissory Note providing Seller financing shall be eliminated and the BUYER shall deliver to SELLER at closing \$1,175,000 for a total purchase price of \$1,200,000.00.

7. TIME FOR PERFORMANCE; DELIVERY OF DEED

Such deed is to be delivered at on or before 2:00 p.m. on the first business day which is **Forty-five (45) days** following receipt by BUYER of all permits, approvals and orders required for the construction of a residential subdivision in accordance with the terms and conditions set forth in paragraph 25 below and the expiration of all appeal periods relative thereto with no appeal pending, at the Closing Attorney's Office within Essex County, unless otherwise agreed upon. It is agreed that time is of the essence of this Agreement.

8. POSSESSION AND CONDITION OF PREMISES

Full possession of said premises free of all tenants and occupants is to be delivered at the time of the delivery of the deed, said premises to be then (a) in the same condition as they are now, reasonable use and wear thereof excepted, and (b) not in violation of said building and zoning laws, and (c) in compliance with the provisions of any instrument referred to in clause 3 hereof.

Buyer's initials

SW

2

Seller's initials

RS

9. EXTENSIONS TO PERFECT TITLE OR MAKE PREMISES CONFORM

If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, the SELLER shall use reasonable efforts to remove any defects in title, pursuant to Clause 38, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty (30) days. SELLER's "reasonable efforts" shall not require SELLER to expend more than \$5,000 to give title, make the conveyance or to deliver possession as stipulated herein.

10. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM

If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title pursuant to Clause 38 or deliver possession as the case may be, all as herein agreed, then, at the BUYER'S option, any payments made under this agreement shall be forthwith refunded and all other obligations of all parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

11. BUYER'S ELECTION TO ACCEPT TITLE

If the SELLER shall not be able to deliver possession of and title to the premises as herein provided, then the BUYER shall have the election at either the original or any extended time for performance to accept such title and possession as the SELLER can deliver. If the BUYER so elects, he shall pay the full Purchase Price.

12. ACCEPTANCE OF DEED

The acceptance of a deed by the BUYER, or his nominee as the case may be, shall be a full performance, and discharge and release 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.

13. USE OF PURCHASE 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.

14. INSURANCE

Until the delivery of the deed, the SELLER shall maintain insurance on the residential structures located on the premises and occupied and used by SELLER as presently insured.

Current insurance on the property: As presently insured with all risk of loss to remain with SELLER until closing provided however BUYER shall be responsible for maintaining insurance

Buyer's initials

AW

3

Seller's initials

RLD

in accordance with Clause 27 in order to cover any and all activities of the BUYER, its agents, representatives, employees or any other third parties entering upon and undertaking work at the premises.

If it is determined that flood insurance is required to enable the BUYER to close, then BUYER agrees to assume responsibility for same.

15. ADJUSTMENTS

Taxes for the then current year, shall be apportioned as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed.

16. ADJUSTMENTS 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 year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.

17. BROKER(S) FEE: A Broker's fee for professional services of 3% of the Purchase Price shall be paid by SELLER to Doyle Real Estate, the Broker herein, if, as and when title passes, consideration is paid, and the deed is recorded, and not otherwise. The commission shall be paid in increments as the Purchase Price is delivered to Seller at Closing and paid in accordance with the terms of the Promissory Note.

18. BROKER(S) WARRANTY: The Broker named herein, Doyle Real Estate, warrants that the Broker is duly licensee as such by the Commonwealth of Massachusetts.

19. DEPOSIT

All deposits made hereunder shall be held in escrow in an interest bearing account by Mann & Mann P.C. as escrow agent for SELLER and BUYER subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement. Such account shall be opened using the social security number of SELLER. In the event of any disagreement between the parties, the escrow agent shall retain all deposits made under this Agreement pending instructions mutually given in writing by the SELLER and the BUYER or upon Order of a court of competent jurisdiction. Interest shall follow the deposit.

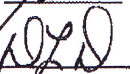
20. BUYER'S DEFAULT:

If the BUYER shall fail to fulfill the BUYER'S agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated and exclusive damages for any breach of

Buyer's initials



Seller's initials



this agreement by the BUYER. The parties acknowledge that SELLER has no adequate remedy at law in the event of BUYER'S default because it is impossible to compute exactly the damages that would accrue to SELLER in such event. The parties have taken these facts into account in setting the amount of the deposit and hereby agree that (i) the amount of the deposit is the best pre estimate of such damages which accrue to SELLER; (ii) the amount of the deposit represents damages and not a penalty against BUYER; and (iii) such deposit shall be retained by SELLER as its full and liquidated damages in lieu of all other rights and remedies which SELLER may have against BUYER at law or in equity for such default.

In addition, in the event of a BUYER default, SELLER shall be entitled to any and all plans, survey and plotting information, CAD files, reports, testing information and results, applications, permits, approvals, inspection results, and any other information regarding the premises and the proposed development thereof (the "Development Materials"). In recognition of this remedy, upon default, BUYER shall assign all Development Materials to SELLER, which materials shall have been paid for in full by BUYER and be freely assignable to SELLER and its successors and assigns. In furtherance of this remedy, the BUYER's right to assign such Development Materials shall be a condition of any contract between BUYER and their engineers and other agents and representatives.

21. FINANCING: At the Time of Performance Buyer shall execute a Promissory Note, subject to the provisions of clause 6, to Seller in the amount of \$250,000.00 with 0% interest to be paid in \$50,000.00 incremental payments upon the sale of the first five (5) approved subdivision lots, with a balloon payment of any balance due thirty-six (36) months from the date of the Promissory Note.

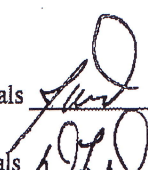
BUYER may seek conventional financing but such financing shall not be a contingency for performance.

22. ACKNOWLEDGMENT

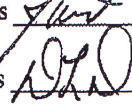
The BUYER acknowledges that he has not relied upon any warranties or representations not incorporated in this Agreement, except for the following additional warranties and representations, if any, made by either the SELLER: NONE

BUYER hereby acknowledges that it has had the Premises inspected by such inspectors and advisors as the BUYER deems necessary and appropriate and that the BUYER is relying solely on foregoing and is satisfied with the results of such inspections. BUYER acknowledges that it has not been influenced to enter into this transaction by, nor has it relied upon, any warranties or representations not set forth or incorporated in this Agreement. Execution of this Agreement is deemed to be an acknowledgment that BUYER is satisfied with the condition of the Premises subject to the terms of Paragraph 38, and is purchasing the Premises "AS IS" WITH ALL FAULTS.

Buyer's initials



Seller's initials



23. REAL ESTATE BROKERS

The SELLER and BUYER warrant and represent that neither has had any contact with a Real Estate Broker in regard to the transactions contemplated herein except as set forth in this Agreement (if any); and, both the SELLER and the BUYER hereby agree to indemnify and hold harmless the other from any and all claims, demands, actions, liabilities or obligations for any Real Estate Broker's commission which may arise as a result of their having had any contact with any other Real Estate Broker or Real Estate Broker's agency, said indemnification to include costs of defense and reasonable attorney's fees relating thereto. The provisions of this paragraph shall survive the closing and delivery of the deed.

24. 116 HILL STREET CONTINGENCY: BUYER's obligation to purchase the Premises is contingent upon and subject to BUYER acquiring clear title to the property located at 116 Hill Street, Topsfield, MA failing which BUYER may at its option terminate this Agreement and all deposits made hereunder shall become the property of SELLER unless BUYER terminates pursuant to the provisions set forth in the following sentences of this clause 24, and this Agreement shall be null and void and of no further force or effect. Buyer shall enter into a binding Purchase and Sale for the property located at 116 Hill Street on or before the date that is five (5) business days after the execution of this Agreement. Furthermore, BUYER shall complete its title exam of said 116 Hill Street on or before August 15, 2015 and. BUYER shall notify SELLER in writing on or before August 15, 2015 in the event BUYER is not satisfied with the result of its title examination of 116 Hill Street and BUYER wishes to terminate all deposits shall be returned to BUYER, and all other obligations of all parties shall cease and the agreement shall be void and without recourse to the parties hereto. In the event the Agreement is terminated for any reason set forth in this clause 24, and all Development Materials shall be assigned to and become the property of SELLER

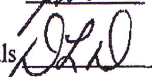
25. PERMITTING PERIOD

- (A) BUYER's obligation to purchase the premises shall be subject to and conditioned upon BUYER obtaining all necessary permits, approvals and Orders of Conditions, and the expiration of all appeal periods relative thereto with no appeals having been filed or pending, for development of a single family residential subdivision of not less than 12 residential house lots on a combined property consisting of the Premises (120 Hill Street) and the abutting property located at 116 Hill Street ("the Project"). Necessary permits and approvals shall include all permits, approvals, and Orders of Conditions necessary for construction of the subdivision roadway, infrastructure including drainage systems and utilities as the BUYER may propose or the municipality may require and such approvals and permits required to comply with any municipal bylaw, rule or regulation; necessary permits shall exclude building permits and orders of conditions for individual dwellings.
- (B) BUYER shall have a period of time commencing with the execution of this Agreement and which shall expire on July 25, 2016 (the Permitting Period) to obtain all necessary permits, approvals and Orders of Conditions for the Project, however if

Buyer's initials



Seller's initials



BUYER is using diligent efforts to obtain such permits, approvals and Orders but the same have not been received, or the appeal period has not expired without an appeal having been filed, by the end of the Permitting Period then the BUYER may at his sole option extend the Permitting Period for up to an additional twelve (12) months upon written notice to SELLER; if at the end of the extended Permitting Period an appeal is pending then at BUYER's option the Permitting Period shall be further extended for up to an additional twelve (12) months (the Appeal Extension) for the purpose of defending the pending appeal, provided however BUYER shall deliver to SELLER a payment of fifty thousand (\$50,000.00) dollars in consideration of such Appeal Extension, which sum of money shall be in addition to and not a credit against the purchase price.

In the event BUYER has not obtained all necessary permits, approvals and Orders of Conditions for the Project with all appeal periods applicable thereto having expired with no appeal filed or pending, at the end of the Permitting Period as the same may be extended by the BUYER, then at the BUYER's option BUYER may proceed to closing and pay the Purchase Price, or BUYER may terminate this Agreement and all deposits made hereunder shall be forthwith refunded and all Development Materials shall be assigned to and become the property of SELLER and thereafter this Agreement shall be null and void and of no further force or effect.

"Diligent Efforts" shall mean the filing of a Preliminary Subdivision Plan with the Topsfield Planning Board and an Abbreviated Notice of Resource Area Delineation (ANRAD) with the Topsfield Conservation Commission on or before September 1, 2015; and on or before February 1, 2016, the BUYER shall file a Definitive Subdivision Plan, and if required for the subdivision work a Notice of Intent with the Topsfield Conservation Commission. The BUYER shall diligently pursue all necessary permits and approvals and take all reasonable steps necessary to avoid delay in the public hearing process. In no event will BUYER be deemed to have exercised "Diligent Efforts" unless its application is for a subdivision with no fewer than 18 new home lots.

- (C) BUYER shall assume all costs associated with obtaining necessary permits, approvals and Orders of Conditions for the Project. It is understood that BUYER shall seek approval of a residential subdivision consisting of 20 lots, or more at its sole option on the combined 120 Hill Street and 116 Hill Street parcel. BUYER's obligation to purchase the Premises is contingent upon BUYER obtaining approval of a residential subdivision consisting of not less than 12 single family house lots on the combined 120 Hill Street and 116 Hill Street parcel.
- (D) If at any time during the Permitting Period the BUYER is advised by the permitting entity that the Project will not be approved, or if the BUYER at any time during the Permitting Period determines that compliance with the conditions to be imposed by the permitting entity would render the Project undesirably or economically unfeasible, the BUYER may so advise the SELLER and may terminate this Agreement and all deposits made hereunder shall be forthwith refunded and all Development Materials

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Seller's initials

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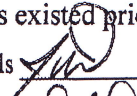
shall become the property of SELLER and this Agreement shall be null and void and of no further force or effect. In such event, BUYER shall, if requested by SELLER, assign its rights under the Purchase and Sale Agreement for 116 Hill Street to Seller.

- (E) SELLER shall execute the letter of authorization attached hereto as Exhibit A at the time of executing this Agreement permitting BUYER to apply for all permits, approvals or Orders of Conditions for the Project substantially in accordance with the Concept Plan.
- (F) SELLER agrees and acknowledges that the Excluded Parcel will be more fully described in the Definitive Subdivision Plan for the Project, subject to SELLER's right to approve or disapprove any changes to the Excluded Parcel that deviate substantially from the Concept Plan. Should the relocation of the Tea House be required to accommodate the subdivision roadway, SELLER have the right to review and approve the relocation, which approval shall not be unreasonably withheld or delayed, which relocation shall be at BUYER's sole expense. SELLER shall have three (3) business days to provide its approval hereunder in no event will a failure to respond constitute approval. In no event is the BUYER entitled to relocate any other improvements that are part of the Excluded Parcel without the express written consent of SELLER, in SELLER's sole discretion.

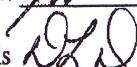
Furthermore to the extent the BUYER reduces the number of lots below 18, BUYER shall notify SELLER in writing and shall provide to SELLER a detailed explanation of the reason for the reduction. In no event shall the BUYER be entitled to reduce the number of lots below 18 without the approval of SELLER, which shall not be unreasonably withheld. SELLER shall be deemed to unreasonably withhold its consent if the reduction is due to zoning violations or other legitimate opposition by an approving authority.

26. ACCESS: The SELLER agrees that the BUYER may have access to the premises for the purpose of conducting environmental site assessments (excluding any borings which shall be permitted only with the express written consent of the SELLER, in its sole discretion, once an area is identified), percolation tests and engineering studies necessary to determine the condition of the land and to develop the premises. Prior to entering the Premises, BUYER shall deliver to SELLER evidence of liability insurance (with coverage for \$2,000,000 per occurrence) and worker's compensation (as required by statute) for any individuals working at the Premises and shall name the SELLER as an additional insured on such policy. Provided further, that all parties entering the property for the purpose of conducting any such inspections shall be duly licensed and insured. The BUYER shall use reasonable care in conducting any and all tests and/or studies or surveys and will fill any perc test holes or deep-hole test holes. BUYER shall indemnify, defend and hold harmless SELLER from any and all costs, damage, liability, claims whatsoever arising from its entry itself or through agents or employees on to the property, including without limitation reasonable attorneys fees. If any inspection or test by or on behalf of the BUYER disturbs any of the premises, BUYER will restore the premises to substantially the same condition as existed prior to any such inspection or test. BUYER is authorized to conduct site

Buyer's initials



Seller's initials



views with municipal or state board members or officials as may be deemed necessary or desirable by the BUYER subject to SELLER receiving 24 hours advance written notice that the BUYER shall be conducting such site visits, such notice shall be delivered to James W. DiBenedetto at jwdiben@verizon.net. BUYER shall ensure that all parties entering the premises are covered by insurance provided by the BUYER or municipality.
27. Intentionally Omitted

28. NOTICE AND AUTHORIZATION:

Any notice hereunder shall be in writing and shall be deemed duly served and given when delivered by hand or by receipted facsimile to the party to whom it is directed at the above stated address, or in lieu of such service, one (1) business day after deposit with a recognized express courier service such as Federal Express or in the United States Postal Service, Express Mail, or three (3) days after deposit in the United States mail, first-class, certified, postage prepaid, return receipt requested, and with a copy to:

If to SELLER:

Nancy A. S. McCann, Esquire
McCann & McCann, P.C.
89 Newbury Street, Suite 302
Danvers, MA 01923
Nmccann@mccannlaw.com
978-739-8484

If to BUYER:

Jill E. Mann, Esq.
Mann & Mann P.C.
191 South Main Street
Middleton, MA 01945
Jill@mannpc.com
978-762-6238

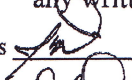
Either party may notify the other by such notice of a new address, in which case such new address shall be employed for all subsequent notices.

29. TITLE: Intentionally Omitted

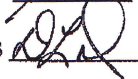
30. CONDEMNATION OR SPECIAL ASSESSMENT NOTICES:

SELLERS represent to the best of their knowledge the SELLER has not received any written notice of any pending condemnation of the premises, eminent domain

Buyer's initials



Seller's initials



taking or any pending special assessment in relation thereto from the town where the property is located, and to the best of the knowledge of the SELLER, no such condemnation, eminent domain taking or special assessment notices are pending.

31. COMPLIANCE WITH LAWS:

The SELLERS represent to the best of their knowledge, the following which representations shall apply as of this date:

- i. There have been no complaints or written notices, made to SELLER any governmental agency. Seller shall inform Buyer of any such complaint or notice received after this date.

32. SELLER represents to BUYER that SELLER is not a "foreign person" as defined by the Federal Foreign Investment in Real Property Tax Act (the "Act"). At closing, SELLER shall execute and deliver to BUYER a "non-foreign certificate", SELLER acknowledges that if the SELLER fails to deliver a completed non-foreign certificate, then BUYER shall be authorized to withhold from the closing proceeds an amount equal to ten (10%) percent of the gross amount to the Internal Revenue Service, as required by the Act. SELLER does hereby forever release and discharge BUYER from all liability resulting from, or arising out of, BUYER'S good faith compliance with the requirements of the Act.

33. As of the date hereof, SELLER represents to BUYER that, to the best of SELLER'S knowledge, information and belief, (i) there has been no release of any hazardous materials or oil on, from or near the Premises (as used in this Agreement, the terms "release", "hazardous materials" and "oil" shall have the meaning given to them in M.G.L. Chapter 21E), (ii) there are no underground storage tanks or other subsurface facilities holding petroleum or oil products currently in use or previously abandoned on the Premises. Any matter or practice arising under or relating to this Agreement which is the subject of a title standard or a practice standard of the Massachusetts Real Estate Bar Association at the time for delivery of the deed shall be governed by said title standard or practice standard to the extent applicable.

34. The SELLERS agree to sign and execute, at the time of the delivery of the deed, such ordinary and usual documents and papers as are reasonably required by the BUYER'S attorney or mortgage lender including, without limitation:
- i. affidavit of no liens or parties in possession;
 - ii. affidavit of purchase price and terms;
 - iii. SELLER'S tax identification number for reporting income to the Internal Revenue Service; and

Buyer's initials _____

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Seller's initials _____



- iv. affidavit of non-foreign status.
- v. Waiver of the Town of Topsfield's Right of First Refusal under ch. 61A in recordable form.

35. SELLER represents that SELLER is not aware of any unresolved litigation or pending or ongoing regulatory hearings or actions which could affect said premises, and SELLER agrees to keep BUYER informed, by notice given pursuant to this Agreement, of any such litigation, hearings or actions

36. This instrument, executed in quadruplicate, 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 only by a written instrument executed by both the SELLER and the BUYER. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.

37. **M.G.L. Ch. 61A Compliance**

SELLER represents that the Premises to be conveyed has Agricultural Land tax status under M.G.L. ch. 61A and acknowledges that SELLER is selling and BUYER is purchasing the Premises for the purpose of residential development. Within fourteen (14) days of the execution of this Agreement, SELLER shall give the requisite Notice of Intent to Sell as required under ch. 61A Section 14, and shall use all due diligence to obtain a waiver of the Town of Topsfield's right of first refusal under ch. 61A. SELLER shall provide BUYER with a copy of the Notice of Intent to Sell as filed with the Town of Topsfield Board of Selectmen, Board of Assessors, Planning Board, Conservation Commission and State Forester, and shall notify the BUYER of the date of hearing before the Board of Selectmen.

SELLER shall be solely responsible for payment of any rollback or conveyance taxes due as result of the sale of the Premises to the BUYER.

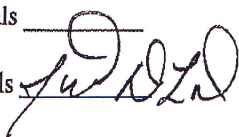
SELLER wishes BUYER to proceed with preparation and permitting of the Project to avoid delay in closing. Therefore, in the event the Town of Topsfield exercises its right of first refusal under Ch. 61A, SELLER shall reimburse BUYER the costs it has incurred in permitting and preparation for acquisition of the Premises up to \$100,000.00 from the SELLER's proceeds of the sale of the Premises to the Town of Topsfield.

38. Title Examination, Survey and 21E Inspection. The Buyer agrees to request an examination of title to the Premises and to order a property survey within seven (7) calendar days following the execution of this Agreement by SELLER. The SELLER's title to the Premises shall be deemed to satisfy the requirements hereof, unless prior to 5 o'clock p.m., on August 15, 2015, the BUYER has delivered written notice to SELLER of any claimed defects to the title or

Buyer's initials _____

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Seller's initials _____



to the surveyed bounds existing as of the date of this agreement. BUYER will take the Premises subject to any defects in title and surveyed bounds existing as of the date of this agreement which have not been claimed in such notice, and the SELLER will not be required to use any efforts to clear the title of any defects or correct survey issues existing as of this date unless the same are claimed in the notice. This paragraph will not be deemed to restrict the BUYER's rights with respect to title defects arising after the date of this agreement, or existing as of this date which have been claimed in the notice. If a title examination discloses judgments, bankruptcies or other matters against persons having names the same as or similar to that of either SELLER, SELLER shall deliver at the closing a detailed affidavit satisfactory to BUYER and its title insurance company showing that they are not against either SELLER.

Buyer shall have the right to conduct a site inspection and hazardous materials inspection of the Premises. BUYER shall be deemed to accept the condition of the Premises, unless prior to 5 o'clock p.m., on August 30, 2015, BUYER has delivered written notice to SELLER of any contamination affecting the premises.

39. Attorney Authorization. To facilitate the execution of such documents extending the time for the performance of any event or of any notice that may be given under this Agreement, each of the undersigned hereby authorizes his or her respective attorney to assent and execute on that party's behalf, any agreements extending the time for the performance of any event or of any notice that may be given under this Agreement.

40. Clause Prohibiting Recording. If BUYER shall record this agreement in the Registry of Deeds or assign its rights under the agreement to another (except as provided for in this agreement), then, at the option of the SELLER, BUYER shall be deemed to be in default under the agreement and the SELLER's obligations under this agreement shall cease and this agreement terminates. Should the BUYER record this agreement, the BUYER shall be responsible for all costs associated with the release of said agreement, including, but not limited to, reasonable attorney's fees. An affidavit recorded by the SELLER's attorney shall operate as a complete release of any recording of this agreement.

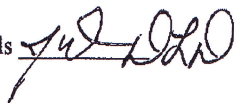
41. Liability. Notwithstanding anything to the contrary in this agreement, and notwithstanding any custom, law, or usage to the contrary, it is expressly understood and agreed that the obligations and liabilities of the SELLER, individually and collectively, and their successors in title and assigns shall be limited to the interest of the SELLER in the land which constitute the Premises, and neither the SELLER nor their successors in title or assigns shall be liable with respect to any of the covenants, agreements, or obligations herein contained except only to the extent of the interest of the Seller in said real estate. SELLER's obligations hereunder shall be binding on all heirs, successors and assigns.

42. At Closing BUYER shall obtain from its legal counsel and engineer for the benefit of SELLER a certificate that the Excluded Parcel conforms in all respects to current zoning. In addition, during the development of the Project, BUYER shall at all times ensure that SELLER

Buyer's initials _____

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Seller's initials



has safe and adequate access to the Excluded Parcel and that all services, including but not limited to septic, electric, telephone, and cable remain connected and active in order to allow the SELLER to continue to use the Excluded Parcel as a seven (7) bedroom residential property and shall to the extent necessary provide SELLER with new underground utility connections and if the site work necessary to create the subdivision causes the utility lines serving the seven bedroom residential property to be disturbed and replaced, the BUYER shall be responsible for such replacement and reconnect at BUYER's sole cost and expense. In the event the Project interferes with the septic system that services the Excluded Parcel, BUYER shall, at its sole cost and expense, relocate any or all of the septic system and deliver to SELLER a certificate from the Topsfield Board of Health that the relocated system complies with Title 5 and is of the same bedroom capacity as the current septic system. In addition, BUYER, at its sole cost and expense, shall regrade, loam, and seed all disturbed portions of the Excluded Parcel, including portion of the existing driveway, shall provide a landscape and tree buffer for a length not to exceed 50' in the area of the existing Tea House and for a length not to exceed 50' in the area of the basketball court and shall relocate the driveway curb cut at its intersection with the new street to the Excluded Parcel as requested by SELLER. To the extent BUYER installs gas lines within the Project, BUYER shall provide SELLER, at BUYER's expense, with a hookup to permit SELLER to connect to gas in the future.

New Meadows Development, LLC, BUYER

By: _____
Jeffrey Garber, its Manager


James W. DiBenedetto, SELLER


Debra L. DiBenedetto, SELLER

Buyer's initials _____

Seller's initials



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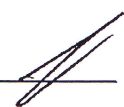
New Meadows Development, LLC, BUYER

By: 

Jeffrey Garber, its Manager

James W. DiBenedetto, SELLER

Debra L. DiBenedetto, SELLER

Buyer's initials 

Seller's initials _____

