BRIAN McMULLEN, TOM TIDMAN, DEAN CHARTER 7/16 (5)
DAVID ABBT, ROLAND BARTL

YOUR COMMENTS, PLEASE

RECEIVED
JUN 3 - 2003

D'Agostine, Levine, Parra & Netburn, P.C.

7/17

ATTORNEYS AT LAW
268 MAIN STREET
POST OFFICE BOX 2223
ACTON, MASSACHUSETTS 01720-6223

(978) 263-7777

Facsimile (978) 264-4868

Julian J. D'Agostine
Louis N. Levine
F. Alex Parra
Cathy S. Netburn
Lisa Bergemann

Of Counsel
Joan R. Yudkin

8/7 (6)

BOS packet
Must answer on or before Oct 1, 2003. If not answered by Oct 1, then the Town Relinquishes its rights

June 2, 2003

SENT VIA CERTIFIED MAIL
NO. 7001 1940 0007 5453 5319
RETURN RECEIPT REQUESTED
Board of Selectmen
Town of Acton
472 Main Street
Acton, Massachusetts 01720

RE: Notice of Intent under Massachusetts General Laws, Chapter 61A, Section 14
Assessor's Map F1, Parcel 109

WALTER – WHEN WOULD YOU LIKE TO SCHEDULE THIS?

Gentlemen:

On behalf of Douglas W. Whitcomb and Susan E. Whitcomb, notice is hereby given, pursuant to Massachusetts General Laws, Chapter 61A, Section 14, that Douglas W. Whitcomb and Susan E. Whitcomb, successor in interest to Frederick S. Whitcomb (hereinafter "the Whitcombs"), the record owner of the premises known as 116 Summer Street on a plan entitled, "Plan of Land in Acton, Mass. Owned by: Harriet J. & Frederick Whitcomb, Scale: 1 inch = 100 Feet, March 4, 1972, Acton Survey & Engineering, Inc., 277 Central St., Acton, Mass.", which plan is recorded with the Middlesex South District Registry of Deeds ("Registry") as Plan No. 1246 of 1973 in Book 12535, Page 380 (the "Premises"), intend to sell a portion of the Premises to Carolyn A. DiLorenzo and Thomas Finnerty, Trustees of Welton Realty Trust, u/d/t dated July 20, 1988 and recorded with Registry in Book 19226, Page 458 of 78 Rockland Avenue, Maynard, Middlesex County, Massachusetts 01754, for a purchase price of Seven Hundred Seventy-One Thousand Five Hundred Sixty-Three and 00/100 ($771,563.00) Dollars, together with attorneys' fees and rollback taxes, as more particularly set forth in the Purchase and Sale Agreement dated May 23, 2003, a copy of which is attached hereto as Exhibit A ("Agreement").

The Premises are a portion of the land conveyed by John J. Sheehan to Douglas W. Whitcomb and Susan E. Whitcomb by deed dated September 5, 1995 and recorded with the Registry in Book 25646, Page 031 and are shown on Assessor's Map F1, Parcel 109. The land which is the subject of the Agreement is a portion of the Premises, consisting of approximately 7.40 acres of land (as shown on the plan attached to the Agreement as Exhibit A), which is classified as agricultural land in accordance with Massachusetts General Laws, Chapter 61A.

Please notify the undersigned as to whether the Town of Acton intends to exercise the first refusal option set forth in said Chapter 61A, Section 14, if applicable. If the Town elects to waive said first refusal option, please execute the enclosed Waiver of First Refusal Option Under Massachusetts General Laws, Chapter 61A, Section 14, and return it to me at the address set forth above.

Although the Town is entitled to exercise the first refusal option during a period of one hundred twenty (120) days subsequent to this notice, your prompt attention to this matter would be most appreciated.

If you require any further information of any type or kind, please do not hesitate to contact me.

Very truly yours,

D'AGOSTINE, LEVINE, PARRA & NETBURN, P.C.

By: Lisa Bergemann

Lisa Bergemann
e-mail: lbergemann@dlpnlaw.com

LB
Enclosure
cc: Frederick J. Conroy, Esquire w/o enclosures
Welton Realty Trust, w/o enclosures

re\sweeney\colonial acres\whitcomb 61a notice revised 05-27-03

EXHIBIT A

PURCHASE AND SALE AGREEMENT

This 23rd day of May, 2003.

1. PARTIES: DOUGLAS W. WHITCOMB AND SUSAN E. WHITCOMB of 118 Summer Street, Acton, Massachusetts, Middlesex County, Massachusetts, hereinafter called the Seller, agrees to sell, and CAROLYN A. DILORENZO AND THOMAS FINNERTY, TRUSTEES, THE WELTON REALTY TRUST, u/d/t dated July 20, 1988 and recorded with the Middlesex South District Registry of Deeds in Book 19226, Page 458, having a usual place of 78 Rockland Avenue, Maynard, Massachusetts, hereinafter called the Buyer or Purchaser, agrees to buy, upon the terms hereinafter set forth, the following described premises:

2. DESCRIPTION: That certain parcel of land in Acton, Middlesex County, Massachusetts, containing approximately 7.40 acres of land, more or less, situated off Marian Road and being more particularly described on the sketch plan attached hereto as Exhibit "A" and made a part hereof, which property is also shown as Parcel E on a plan entitled "Lot 1 & Parcel E, Plan of Land in Acton, Mass, Applicant: Sweeney & Sons, Inc., 78 Rockland Avenue, Maynard, MA 01754, Owner: Douglas W. & Susan E. Whitcomb, 118 Summer Street, Acton, MA 01720, Date: July 2002, Scale: 1"=100', Zanca Land Surveyors, Inc., 16 Gleasondale Road, Suite 1-2, Stow, Massachusetts 01775". For title, see deed recorded with the Middlesex South District Registry of Deeds in Book 25646, Page 31 (said Parcel E hereinafter referred to as the "Premises").

3. BUILDING, STRUCTURES, IMPROVEMENTS, FIXTURES:

Vacant Land

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 Buyer, by written notice to the Seller at least seven (7) 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 and other ordinances as may affect the use, maintenance or ownership of the Premises;
(b) Deleted;
(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) That portion of Parcel E shown as "Restrictive Easement" and the balance of Parcel E outside of the Restrictive Easement, which is not utilized for the construction of housing units and access to and from the same, shall be subject to the perpetual restriction that the same shall be utilized for open space only and shall be kept in its natural state and cannot be utilized for utilities except as are necessary or desirable for the Colonial Acres IV PCRC, as detailed hereafter, and no tree cutting

D.W.W
S E W

re\p&s\sweeney\whitcomb 5-28-03

shall occur, except for the installation and maintenance of such utilities and the removal and pruning of dead trees and fallen limbs; and

(f) Seller shall be given the right to remove any native wild vegetation from the Premises prior to the start of construction or digging.

5. PLANS: If said deed refers to a plan necessary to be recorded therewith, the Buyer 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 Seven Hundred Seventy-one Thousand Five Hundred Sixty-three and No/100 ($771,563.00) Dollars;

$10,000.00	has been paid as a deposit
761,563.00	is to be paid at the time of delivery of the deed by certified, cashier's, treasurer's, bank check or attorney's trust account check.
$771,563.00	TOTAL

As additional compensation, at the time for performance, the Buyer will reimburse the Seller for (a) rollback taxes due in accordance with Paragraph 36 hereafter and (b) Seller's reasonable attorney's fees associated with this transaction.

8. TIME FOR PERFORMANCE: DELIVERY OF DEED: Such deed is to be delivered at 12:00 o'clock P.M. at the office of the Buyer's attorney on that date which is sixty (60) days after the Town of Acton delivers to the Seller documentation, in a form suitable for recording, stating that the Town either releases or has failed to exercise its right of first refusal to acquire the Premises, as detailed in Paragraph 36 hereafter. It is agreed that time is of the essence of this agreement.

9. POSSESSION AND CONDITIONS OF PREMISES: 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 (a) in the same condition as now, usual wear and tear excepted, and (b) not in violation of said building and zoning laws and (c) in compliance with provisions of any instrument referred to in Paragraph 4 hereof.

10. EXTENSION 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, or if, at the time of delivery of the deed, the Premises do not conform with the provisions thereof, then the Seller shall use reasonable efforts to remove any defects in title or to deliver possession, as provided herein, or to make the Premises conform to the provisions hereof, as the case may be, in which event the time for performance hereof shall be extended until such time as the Premises conform, provided that after a period of thirty (30) days, if Seller remains unable to deliver title or make conveyance as aforesaid, Buyer,

at Buyer's sole discretion, shall have the right to terminate this agreement, and all deposits shall be returned to the Buyer, and the parties shall have no further recourse.

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, then all other obligations of the parties hereto shall cease, and this agreement shall be void, 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 therefor the purchase price without deduction, in which case the Seller shall convey such title.

13. ACCEPTANCE OF DEED: The acceptance of a deed by the Buyer or its 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.

15. INSURANCE: Until the delivery of the deed, the Seller shall maintain insurance on the Premises as follows:

	Type of Insurance	Amount of Coverage
(a)	Liability	As presently insured
(b)	Fire and Extended Coverage	

16. ADJUSTMENTS: Taxes for the then current fiscal 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.

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 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. BROKER'S FEE: The Buyer and Seller warrant and represent to each other that they have not dealt with any broker or other person entitled to a broker's commission in connection with the negotiation or execution of this agreement or the consummation of the transaction contemplated hereby and agree to hold the other harmless and indemnify the other against

damages, claims, losses and liabilities, including legal fees arising out of or resulting from the failure of this representation and warranty. This provision shall survive the delivery of the deed.

19. BROKER'S WARRANTY: INTENTIONALLY DELETED.

20. DEPOSITS: All deposits made hereunder shall be held in escrow by Seller's attorney, as escrow agent, subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement. In the event of any disagreement between the parties, the escrow agent may retain all deposits made under this agreement pending instructions mutually given by the Seller and the Buyer or a court of competent jurisdiction.

21. BUYER'S DEFAULT DAMAGES: If the Buyer shall fail to fulfill the Buyer's agreements herein, all deposits made hereunder shall be retained by the Seller as liquidated damages, and this shall be the Seller's sole and exclusive remedy at law or in equity.

22. RELEASE BY HUSBAND OR WIFE: Intentionally deleted.

23. BROKER AS PARTY: Intentionally deleted.

24. LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, ETC.: If the Seller or Buyer execute this agreement in a representative or fiduciary capacity, only the principal or the estate or the corporation represented shall be bound, and neither the Seller nor Buyer so executing, nor any shareholder or beneficiary, nor any trust nor any officer of the corporation 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 it relied upon any warranties or representations not set forth or incorporated in this agreement.

26. MORTGAGE CONTINGENCY: Intentionally deleted.

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 inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns and may be cancelled, modified or amended only by a written instrument executed by both the Seller and the Buyer. If two (2) or more persons are named herein as buyers, 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.

28. LEAD PAINT LAW: Intentionally deleted.

29. SMOKE DETECTORS: Intentionally deleted.

30. RIGHT OF ENTRY: Buyer shall have the right, through Buyer's authorized representatives, to enter upon the Premises from time to time at all reasonable times between the execution of this agreement and the date of delivery of the deed with necessary equipment for the purpose of inspection, property evaluations, surveying and engineering, including, but not

limited to, soils testing and wetlands delineation, in order to determine the Premises' ability to support the construction of single-family homes.

31. PERMITS AND APPROVALS: The Buyer's performance hereunder shall be expressly subject to and contingent upon the Buyer obtaining any and all municipal, state and federal permits or approvals necessary for the construction of a residential subdivision containing no less than twenty-two (22) single-family dwelling houses of three (3) bedrooms or more, on the land shown on the attached plan, situated on Squirrel Hill Road and Marian Road and the approval of a sewerage treatment plant to be located on the Premises which are the subject of this agreement, failing which, the Buyer shall have the option to terminate this agreement by notifying the Seller in writing, and all deposits shall be returned to the Buyer, and the parties shall have no further recourse hereunder. In connection with said permits and approvals, Buyer represents to the Seller, and Seller hereby acknowledges that, the permitting process is expected to take no less than one (1) year from commencement.

32. HOLD HARMLESS: Buyer agrees that all operations conducted by Buyer on the Premises prior to the date of delivery of the deed shall be conducted at the sole risk and cost of Buyer. Buyer further agrees to indemnify and hold the Seller harmless from and against any and all claims for personal injury and for any property damage, if any, arising out of any operations conducted by Buyer on the Premises prior to the delivery of the deed.

33. SELLER'S REPRESENTATIONS: The Seller represents and warrants that the Premises which are the subject of this agreement are not subject to pending or threatened litigation; that the Seller is not a "foreign person" as that term is defined under the applicable portion of the Internal Revenue Code, and the Seller agrees to deliver, at the time for delivery of the deed, a suitable "non-foreign certificate", if such shall be required by Buyer or any mortgagee; and that, to the best of Seller's knowledge, the Seller has never generated, stored, handled or disposed of any hazardous waste on said Premises, and the Seller is, to the best of his knowledge, not aware of the generation, storage, handling or disposal of such waste or substance on or in said Premises, at any time, by anyone else.

34. TITLE PROVISION: Without limiting any other provisions of this agreement, the Premises shall not be considered to be in compliance with the provisions of this agreement with respect to title unless:

    (a) No building, structure, improvement, way or property of any kind encroaches upon or under said Premises from any other Premises; and

    (b) Title to said Premises is insurable, for the benefit of the Buyer by a title insurance company in a fee owner's title insurance policy, at normal applicable premium rates, in the American Land Title Association form currently in use, subject only to those printed exceptions normally included in said policy and other exceptions permitted hereby.

35. SELLER'S AFFIDAVITS: The Seller agrees to furnish to Buyer, at the time of the delivery of the deed, executed affidavits and indemnifications with regard to materialmen's and mechanics' liens, parties in possession sufficient to eliminate any title insurance exceptions for these matters.

36. 61A TAX LIEN: This agreement is contingent upon the Seller obtaining a release or waiver from the Town of Acton for its right of first refusal to purchase the Premises pursuant to an Agricultural or Horticultural Land Tax Lien recorded with the Registry in Book 13693, Page 465, a copy of which is attached hereto as Exhibit C. The Seller shall promptly, upon the signing of this Agreement, deliver all required notices to the Town of Acton and will use their best efforts to obtain said release or waiver, in a form suitable for recording and acceptable to the Buyer. At the time for performance, the Buyer shall reimburse the Seller for any rollback taxes owed to the Town of Acton by the Seller relating to the removal of the Premises from Chapter 61A status.

37. NO ADDITIONAL DWELLING UNITS ON REMAINING LAND OF SELLER: In accordance with Condition #3.1.6 of the Town of Acton Planning Board Decision #02-15, Colonial Acres IV, Planned Conservation Residential Community (PCRC) Special Permit dated December 17, 2002, prior to or at the time the Seller conveys Parcel E to the Buyer, the Sellers shall place a permanent restriction on all of the Sellers' remaining land located on Summer Street, Acton, prohibiting the construction of any additional dwelling units on their property, in a form similar to that attached hereto as Exhibit D, as it may be amended in accordance with requests of the Planning Board or any other board or commission of the Town of Acton in order to comply with the requirements of said Special Permit.

38. NOTICE: Any notice required or desired hereunder shall be given in writing and shall be deemed duly delivered when mailed, certified mail, return receipt requested, when delivered by hand or when sent by telecopier with acknowledgment of transmission/receipt to the Sellers and Buyer at the addresses set forth in section 1 of this Agreement with copies to:

a. In the case of Sellers:

Douglas W. Whitcomb and Susan E. Whitcomb
118 Summer Street
Acton, MA 01720

with a copy to:

Frederick J. Conroy, Esq.
Conroy & Conroy
114 Waltham Street
Lexington, MA 02421
Phone: (781) 862-8060
Fax: (781) 861-0812

b. In the case of Buyer:

Carolyn A. DiLorenzo and Thomas Finnerty, Trustees
The Welton Realty Trust
78 Rockland Avenue
Maynard, MA 01754
ATTN: Kevin B. Sweeney
Phone: (978) 263-5200
Fax: (978) 264-0140

with a copy to:

Lisa Bergemann, Esq.
D'Agostine, Levine, Parra & Netburn, P.C.
268 Main Street, P.O. Box 2223
Acton, Massachusetts 01720
Phone: (978) 263-7777
Fax: (978) 264-4868

39. TERMINATION OF PRIOR AGREEMENTS: This Agreement replaces in its entirety a certain purchase and sales agreement between Maple Creek Farm, Inc., as Buyer, and Seller dated June 24, 1997 for the Premises and all other agreements, written or verbal, concerning the Premises, all of which prior agreements are hereby terminated and of no further force or effect, except that the Seller's attorney shall continue to hold the $10,000.00 deposit paid under the prior purchase and sales agreement as the deposit paid in accordance with Paragraph 7 of this Agreement.

Witness our hands and seals this 23rd day of May, 2003.

SELLER:

Douglas W. Whitcomb

Susan E. Whitcomb

BUYER:

BY: Carolyn A. DiLorenzo, Trustee
The Welton Realty Trust

Thomas Finnerty, Trustee
The Welton Realty Trust

As to termination of prior agreement, pursuant to Paragraph 39 above:
MAPLE CREEK FARM, INC.

BY: Kevin B. Sweeney
President and Treasurer

re\p&s\sweeney\whitcomb 5-19-03

EXHIBIT C

BK 13693 PG 465

41

MAY 18-79 AM 5:54 115RE 5.00

THIS INSTRUMENT MUST BE DULY FILED FOR RECORD OR REGISTRATION

State Tax Form A/H 2

1,5

ACTON
Name of City or Town

OFFICE OF THE BOARD OF ASSESSORS

AGRICULTURAL OR HORTICULTURAL LAND TAX LIEN

The Board of Assessors of the city/town of ACTON hereby state that it has accepted and approved the application of Frederick S. Whitcomb 112 Summer Street, Acton, Ma. owner or owners of the hereinafter described land for valuation, assessment and taxation of such land under the provisions of General Laws, Chapter 61A for the fiscal year ending June 30, 19 80.

DESCRIPTION OF LAND

twelve acres of active agricultural or horticultural land
four acres of nonproductive contiguous land
Located on Town Atlas on Map F1 Pcl 109
Described in Bk 12937 Page 401
LOCATION: 116 Summer St., Acton

Statement made this 28th day of September, 1978.

Richard W. Remmy
James S. Folquet

BOARD OF ASSESSORS

COMMONWEALTH OF MASSACHUSETTS

Middlesex ss. May 17, 19 79.

Then personally appeared Richard W. Remmy a member of the Board of Assessors of the city/town of Acton and acknowledged the foregoing instrument to be the free act and deed of the Board of Assessors of Acton before me.

Geoffrey M. Weaver
Notary Public ~~Justice of the Peace~~
My Commission Expires Nov 27, 1981

, 19 , at o'clock and minutes M.

Received and entered with Registry of Deeds Registry District

Book , Page , Document No. Certificate of Title No.

Attest: Register

THIS FORM APPROVED BY COMMISSIONER OF CORPORATIONS AND TAXATION

FORM 890A HOBBS & WARREN, INC., BOSTON, MASS. REVISED 1974

EXHIBIT D

PROHIBITION AGAINST THE CONSTRUCTION
OF ADDITIONAL DWELLING UNITS

WHEREAS, DOUGLAS W. WHITCOMB AND SUSAN E. WHITCOMB, individuals residing at 118 Summer Street, Acton, Massachusetts ("Whitcomb") are the owners of certain parcels of land located at 118 Summer Street and off Marian Road, Acton by deeds recorded with the Middlesex South District Registry of Deeds ("Registry") in Book 25646, Page 031 and Book 25646, Page 035 (together, "Whitcomb Land"); and

WHEREAS, Sweeney & Sons, Inc., a Massachusetts corporation having a usual place of business at 78 Rockland Avenue, Maynard, Massachusetts ("Sweeney") is the developer of certain parcels of land located off Squirrel Hill Road and Marion Road, Acton, commonly known as Colonial Acres, IV, as shown on the plan entitled "'Colonial Acres IV', Planned Conservation Residential Community" dated July 2002 and prepared for Sweeney by Ian Rubin, P.E., 4 Haynes Court, Acton, MA 01720 and Zanca Land Surveyors, Inc., 16 Gleasondale Road, Suite 1-2, Stow, MA 01775, signed by the Town of Acton Planning Board on _____, 2003, which plan is recorded herewith ("Colonial Acres IV"); and

WHEREAS, Colonial Acres IV contains a portion of the Whitcomb Land, which portion is shown as Parcel E on a plan entitled "Lot 1 & Parcel E, Plan of Land in Acton, Mass, Applicant: Sweeney & Sons, Inc., 78 Rockland Avenue, Maynard, MA 01754, Owner: Douglas W. & Susan E. Whitcomb, 118 Summer Street, Acton, MA 01720, Date: July 2002, Scale: 1"=100', Zanca Land Surveyors, Inc., 16 Gleasondale Road, Suite 1-2, Stow, Massachusetts 01775", signed by the Town of Acton Planning Board on December 27, 2002, and recorded herewith ("Parcel E"); and

WHEREAS, the Town of Acton, acting by and through its Planning Board, granted a special permit to Sweeney, approving Colonial Acres IV upon certain terms and conditions, as evidenced in a document entitled "Decision 02-15, Colonial Acres IV, Planned Conservation Residential Community (PCRC), Special Permit, including Rescissions of Street Sections of Previous "Colonial Acres" Subdivision Plans, December 17, 2002", amended on January 15, 2003 and February 11, 2003 (Amendments #1 and #2), which approval is recorded herewith ("Special Permit"); and

WHEREAS, Condition #3.1.6 of the Special Permit requires that Whitcomb place certain restrictions on those portions of the Whitcomb Land that are not part of Colonial Acres IV, which land is shown as "Lot 1" and two parcels of land each labeled as "N/F Douglas W. & Susan E. Whitcomb", all as shown on the second plan referenced herein (together, "Restricted Land").

NOW, THEREFORE, pursuant to the Special Permit, Whitcomb hereby grants to the TOWN OF ACTON, a municipal corporation having a usual place of business at 472 Main Street, Acton, Massachusetts ("Town"), the perpetual easement and restriction that Whitcomb, their successors, heirs, and assigns, shall be prohibited from subdividing or further developing the Restricted Land in such a manner as to construct any additional dwelling units on the Restricted Land.

Notwithstanding the foregoing, such restriction shall not prohibit Whitcomb, their successors, heirs, or assigns, from reconstructing, remodeling, expanding, demolishing and rebuilding, or otherwise altering one (1) single family dwelling on the Restricted Land.

This perpetual restriction shall run with the land, shall be binding upon the successors, assigns and heirs of all parties hereto or benefited hereby, and shall be fully enforceable by any one or more of the parties hereto or benefited hereby.

Witness our hands this _____ day of _____, 2003.

_____
Douglas W. Whitcomb

_____
Susan E. Whitcomb

Approved as to form and
in satisfaction of Condition 3.1.6 of the Special Permit
TOWN OF ACTON

BY: _____

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS. _____, 2003

Then personally appeared the above-named Douglas W. Whitcomb and Susan E. Whitcomb as aforesaid, and acknowledged the foregoing instrument to be their free act and deed before me.

_____
Notary Public
My commission expires:

NOTICE OF NONEXERCISE OF FIRST REFUSAL OPTION
PURSUANT TO M.G.L. CH. 61A, SEC. 14

RE: AGRICULTURAL TAX LIEN RECORDED IN BOOK 13693, PAGE 465

The Board of Selectmen of The Town of Acton, a Massachusetts municipal corporation with a place of business at 472 Main Street, Acton, Middlesex County, Massachusetts 01720, hereby gives notice that it has decided not to exercise its first refusal option pursuant to M.G.L. Chapter 61A, Section 4 to purchase from Douglas W. Whitcomb and Susan E. Whitcomb, successor in interest to Frederick S. Whitcomb, record owner, a certain parcel of land, being shown as Parcel E on a plan entitled ""Lot 1 & Parcel E, Plan of Land in Acton, Mass, Applicant: Sweeney & Sons, Inc., 78 Rockland Avenue, Maynard, MA 01754, Owner: Douglas W. & Susan E. Whitcomb, 118 Summer Street, Acton, MA 01720, Date: July 2002, Scale: 1"=100', Zanca Land Surveyors, Inc., 16 Gleasondale Road, Suite 1-2, Stow, Massachusetts 01775" and recorded herewith ("Parcel E"), which is a portion of the land subject to an Agricultural Tax Lien recorded with the Middlesex South District Registry of Deeds ("Registry") in Book 13693, Page 465. Said Parcel E is a portion of the property known as 116 Summer Street and shown on a plan entitled, "Plan of Land in Acton, Mass. Owned by: Harriet J. & Frederick Whitcomb, Scale: 1 inch = 100 feet, March 4, 1972, Acton Survey & Engineering, Inc., 277 Central St., Acton, Mass.", which plan is recorded with the Registry as Plan No. 1246 of 1973 in Book 12535, Page 380, being a portion of the premises conveyed by John J. Sheehan to Douglas W. Whitcomb and Susan E. Whitcomb by deed dated September 5, 1995 and recorded with the Registry in Book 25646, Page 031.

Executed as a sealed instrument this ___ day of _____, 2003.

ACTON BOARD OF SELECTMEN

_____

_____

_____

_____

_____

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS. , 2003

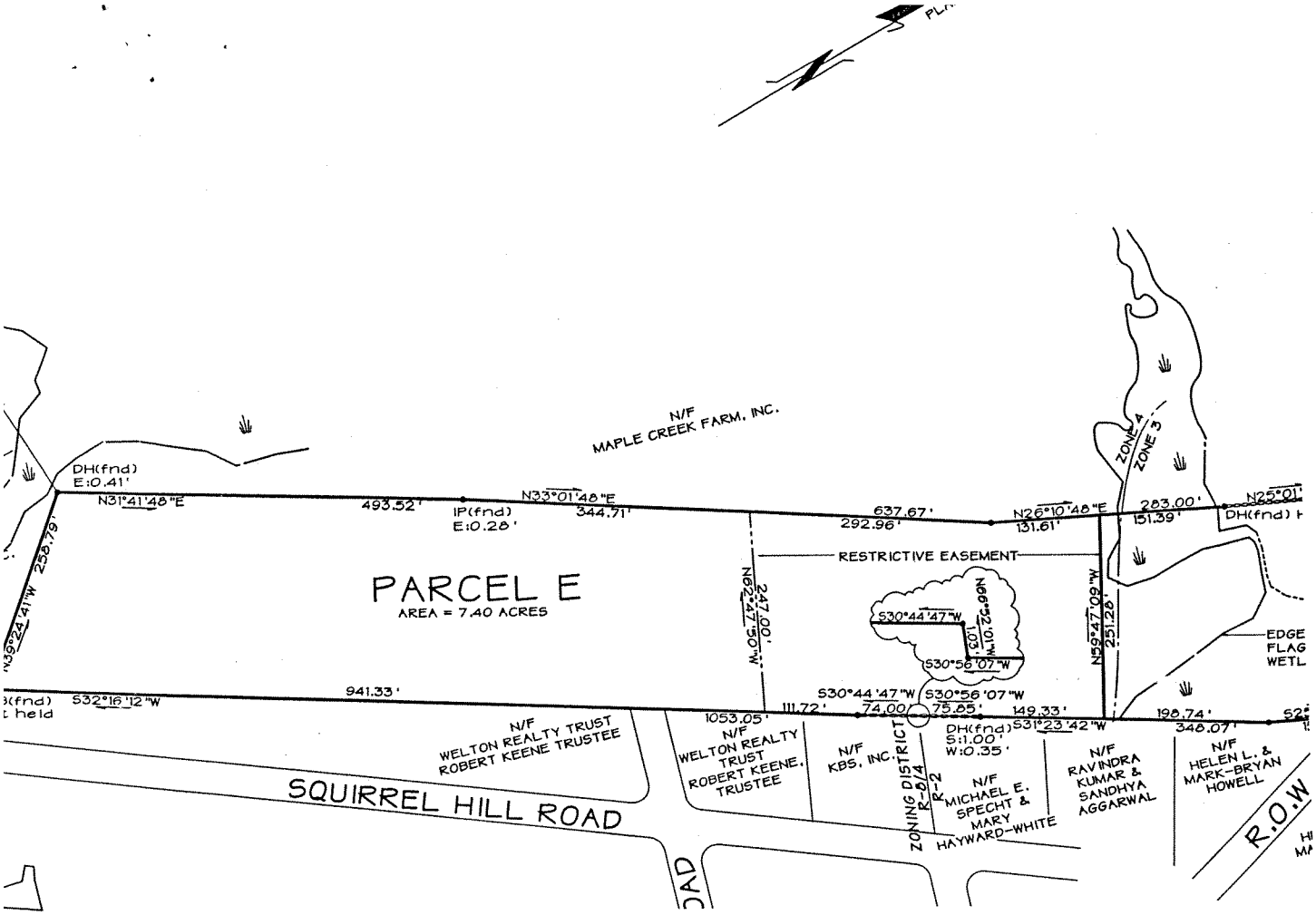
Then personally appeared the above-named _____ and acknowledged the foregoing instrument to be the free act and deed of the Acton Board of Selectmen, before me

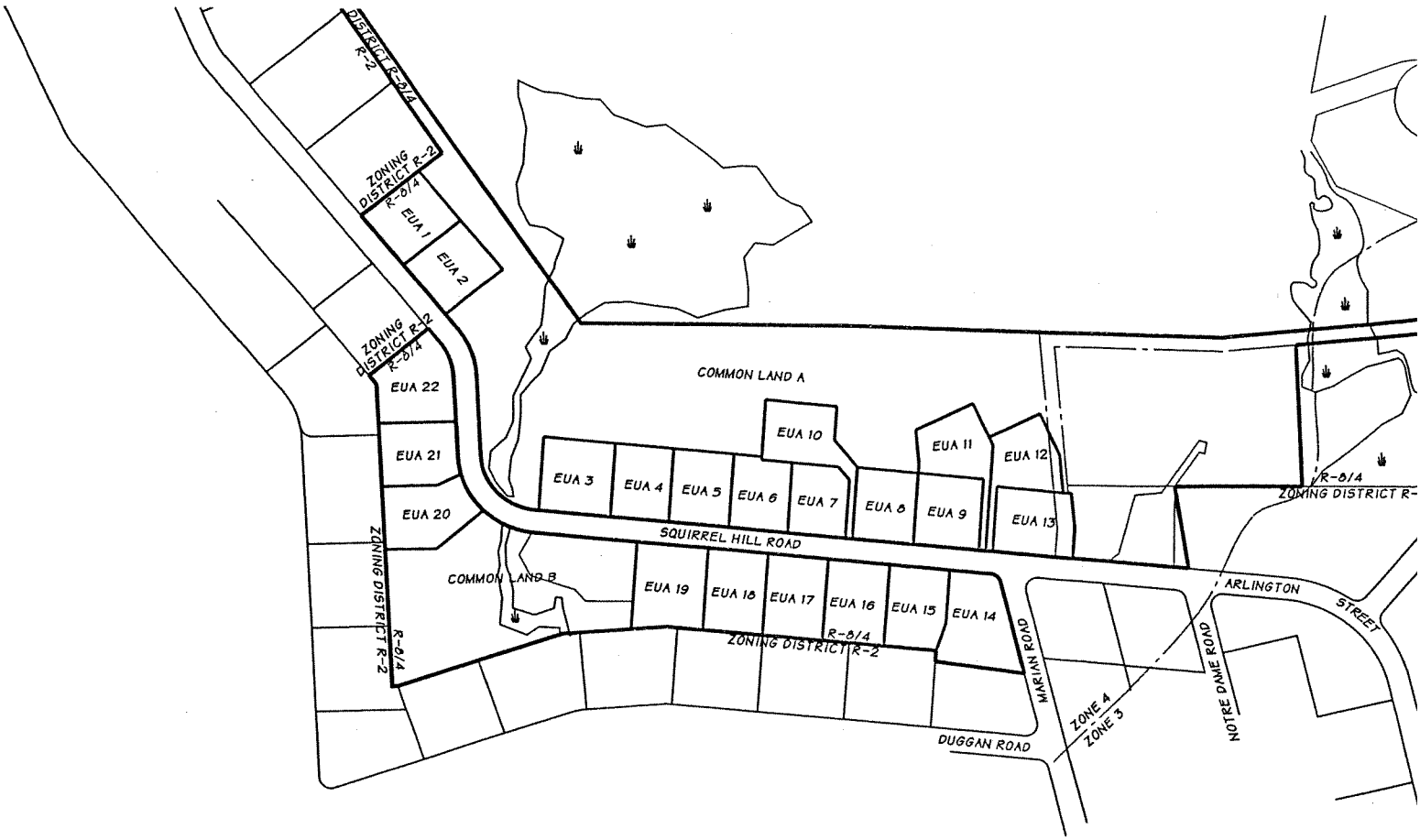
_____
Notary Public
My commission expires:

re\sweeney\colonial acres\whitcomb 61a notice revised 05-27-03

LOCUS
SCALE: 1" = 200'
EXHIBIT A
SUMMER
STREET
LOT 1
ARLINGTON ST
NOTRE DAME RD
MARIAN ROAD
DUGGAN RD
SQUIRREL HILL ROAD
PARCEL E
WOODFIELD
ROAD
SHY LANE

EXHIBIT A
(2062 ANR PLAN)





LOCUS A

SCALE: 1" = 200'