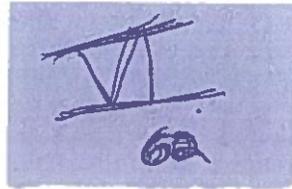
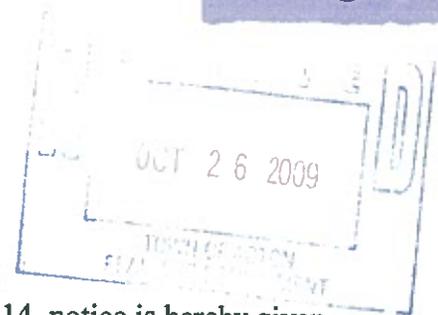


NOTICE AND STATEMENT OF INTENT TO SELL



To: Acton Board of Selectmen
Acton Board of Assessors
Acton Planning Board ✓
Acton Conservation Commission



Pursuant to Massachusetts General Laws, Chapter 61A, Section 14, notice is hereby given by Mary Ann Caouette, Frances Simeone and John E. Simeone, individually and as Trustees of Simone Irrevocable Trust, u/d/t dated November 17, 1998 ("Sellers") that they intend to sell the land they own on Stow and Martin Streets, Acton, MA which is now classified as agricultural and horticultural land under M.G.L. c. 61. The land is to be sold for purposes of residential housing to Westchester Homes, Inc. pursuant to a purchase and sale agreement dated October 14, 2009, a certified copy of which is enclosed herewith.

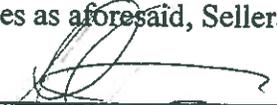
The land to be sold pursuant to the aforesaid purchase and sale agreement is identified in the Town of Acton assessors records as Parcels HR95 and H2A62, is described in two deeds, to Sellers both dated November 17, 1998 and recorded with Middlesex South District Registry of Deeds, Book 31061, Pages 229 and 231, and is shown on the enclosed plan entitled "Plot Plan of Land on Stow Street & Martin Street Acton, Massachusetts prepared for Mary Ann Caouette" dated September 14, 2009 by Foresite Engineering."

Notice is further given that Sellers further intend to sell the residence at 90 Martin Street and 1/2 acre of surrounding unclassified land to Westchester Homes, Inc. pursuant to a second purchase and sale agreement also dated October 14, 2009 which is included herewith. The non-classified land and residence is also shown on the enclosed Foresite Engineering plan.

The address and telephone number of the owner is c/o Mary Ann Caouette, 10 Stow Street, Acton, MA 01720. Tel. No. (978) 263-5031.

Mary Ann Caouette, Frances Simeone and
John E. Simeone, individually and as
trustees as aforesaid, Sellers

10-20-09
Dated

By: 
Douglas A. Muir
Attorney and Agent for Sellers
Garrity, Levin and Muir
One Center Plaza, Suite 230
Boston, MA 02108
(617) 236-5011

cc: Peter Ashton, Chair, Acton Open Space Committee
James D'Agostine, Westchester Homes, Inc.

PURCHASE AND SALE AGREEMENT

This 14 day of October, 2009.

1. PARTIES AND MAILING ADDRESSES

Mary Ann Caouette, Frances Simeone (formerly known as Frances S. Caouette) and John E. Simeone, individually and as trustees of The Simeone Inevocable Trust w/d/A dated November 17, 1998, recorded with Middlesex South District Registry of Deeds in Book 31083, Page 219, of 90 Martin Street, Acton, MA 01720 hereinafter called the "SELLER", agrees to sell and Westchester Homes, Inc., a Massachusetts corporation having its principal address at 411 Massachusetts Avenue, Suite 304, Acton, MA 01720, hereinafter called the "BUYER," agrees to buy, upon the terms hereinafter set forth, the following described premises:

2. DESCRIPTION

All of the land in Acton, Middlesex County, Massachusetts described in two deeds to SELLER, both dated November 17, 1998, and recorded with said Deeds in Book 31083, Page 229 and 231, respectively which is classified as under M.G.L. c. 61A, which land is identified in Acton Assessors Parcels H288 and H2A62. Specifically EXCLUDED from this agreement is the residence at 90 Martin Street and any land surrounding the same which is not classified under said c. 61A.

3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES

Included in the sale as a part of said premises are the buildings, structures, and improvements now thereon, and the fixtures belonging to the SELLER and used in connection therewith.

4. TITLE DEED (fill in) include here by specific reference any restrictions, easements, rights and obligations in party walls not included in (b), leases, municipal and other liens, other encumbrances, and make provision to protect SELLER against BUYERS breach of SELLERS covenants in leases, where necessary.

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 current use of said premises;
(f)

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 Million (\$1,000,000.00) dollars, of which \$4,500.00 have been paid as an initial deposit this day and \$995,500.00 are to be paid at the time of delivery of the deed in cash, by certified, cashier's, treasurer's or bank check(s) or by conveying attorney's check.
\$1,000,000.00 TOTAL

8. TIME FOR PERFORMANCE; DELIVERY OF DEED

Such deed is to be delivered at 10:00 o'clock A. M. on the at the Middlesex South District Registry of Deeds, on the date determined pursuant to attached RIDER, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement.

**9. POSSESSION AND
CONDITION 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 they now are, reasonable use and wear thereof excepted, and (b) not in violation of said building and zoning laws, and (c) in compliance with provisions of any instrument referred to in clause 4 hereof. The BUYER shall be entitled personally to inspect said premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause. The premises shall be delivered in broom clean condition, free of debris and of all personal property, except personal property included in the sale.

**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 the delivery of the deed the premises do not conform with the provisions hereof, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto, unless the SELLER elects to 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 for a period of thirty days, or to such lesser period as will not result in a loss of BUYER's mortgage commitment or a material and adverse change in the terms of such commitment.

**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 extension 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 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 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 said 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 within a reasonable time thereafter which is acceptable to BUYER, and provided further that discharges from institutional lenders may be recorded within a reasonable time after recording the deed in accordance with usual conveyancing practices.

15. INSURANCE

Until the delivery of the deed, the SELLER shall maintain insurance on said premises as follows:

Type of Insurance	Amount of Coverage
(a) Fire and extended coverage	\$ as presently insured
(b)	

16. ADJUSTMENTS

Collected rents, mortgage interest, water and sewer use charges, operating expenses (if any) according to the schedule attached hereto or set forth below, 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. Uncollected rents for the current rental period shall be apportioned if and when collected by either party.

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. BROKER'S FEE

A Broker's fee for professional services of \$_____ is due from the SELLER to _____ the Broker(s) herein, if, so and when the deed is recorded and the consideration paid, but not otherwise. But if the SELLER pursuant to the terms of clause 24 hereof retains the deposits made hereunder by the BUYER, said Broker(s) shall be entitled to receive from the SELLER an amount equal to one-half the amount so retained or an amount equal to the Broker's fee for professional services according to this contract, whichever to the lesser. SEE RIDER

19. BROKER(S) WARRANTY

The Broker(s) named herein warrant(s) that the Broker(s) is (are) duly licensed as such by the Commonwealth of Massachusetts.

20. DEPOSIT

All deposits made hereunder shall be held in escrow by Garity, Levin and Muir 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. SEE RIDER.

21. BUYER'S DEFAULT; DAMAGES

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 damages unless within thirty days after the time for performance of this agreement or any extension hereof, the SELLER otherwise notifies the BUYER in writing, and this shall be SELLER's sole remedy at law and in equity.

22. 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.

23. BROKER AS PARTY

The Broker(s) named herein join(s) in this agreement and become(s) a party hereto, insofar as any provisions of this agreement expressly apply to the Broker(s), and to any amendments or modifications of such provisions to which the Broker(s) agree(s) in writing.

24. 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.

26. MORTGAGE CONTINGENCY CLAUSE

In order to help finance the acquisition of said premises, the BUYER shall apply for a conventional bank or other institutional mortgage loan of \$_____ at prevailing rates, terms and conditions. If despite the BUYER's diligent efforts a commitment for such loan cannot be obtained on or before _____, 2000, the BUYER may terminate this agreement by written notice to the SELLER and/or the Broker(s); or agent(s) for the SELLER, prior to the expiration of such time, whereupon any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto. In no event will the BUYER be deemed to have used diligent efforts to obtain such commitment unless the BUYER submits a complete mortgage loan application conforming to the foregoing provisions on or before _____, 2000. BUYER shall not be obligated to apply to more than one such bank or lending institution.

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 amended, 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.

28. LEAD PAINT LAWS

For premises built before 1978, BUYER acknowledges receipt of the "Department of Public Health Property-Transfer Notification" regarding the Lead Law, acknowledges verbal notification of the possible presence of lead hazards and the provisions of the federal and Massachusetts lead laws and regulations, including the right to inspect for dangerous levels of lead. The parties acknowledge that, under Massachusetts law, whenever a child or children under six years of age resides in any residential premises in which any paint, plaster or other accessible material contains dangerous levels of lead, the owner of said premises must remove or cover said paint, plaster or other material so as to make it inaccessible to children under six years of age. BUYER assumes full responsibility for compliance with all laws relating to lead paint removal, if required by law, and related matters (including without limitation M.G.L. c. 111, §15F), and BUYER assumes full responsibility for all costs, lead paint removal or remediation and other costs of compliance. Pursuant to applicable regulations, the Property Transfer Notification Certification is attached to this agreement.

29. SMOKE AND CARBON MONOXIDE DETECTORS

The SELLER shall, at the time of the delivery of the deed, deliver a certificate from the fire department of the city or town in which said premises are located stating that said premises have been equipped with approved smoke detectors and carbon monoxide detectors in conformity with applicable law.

30. ADDITIONAL PROVISIONS

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

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

Westchester Homes, Inc., BUYER.

By: 
its officer, hereto duly authorized

Mary Ann Casotta, individually and as trustee
as aforesaid, SELLER

Frances Simone, individually and as trustee
as aforesaid, SELLER

John E. Simone, individually and as trustee
as aforesaid, SELLER

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 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.

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29. SMOKE AND CARBON MONOXIDE DETECTORS

The SELLER shall, at the time of the delivery of the deed, deliver a certificate from the fire department of the city or town in which said premises are located stating that said premises have been equipped with approved smoke detectors and carbon monoxide detectors in conformity with applicable law.

30. ADDITIONAL PROVISIONS

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

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

Westchester Homes, Inc., BUYER,

By: _____
its officer, hereunto duly authorized

Mary Ann Capuette
Mary Ann Capuette, individually and as trustee
as aforesaid, SELLER

Frances E. Simeone
Frances Simeone, individually and as trustee
as aforesaid, SELLER

John E. Simeone
John E. Simeone, individually and as trustee
as aforesaid, SELLER

EXTENSION OF TIME FOR PERFORMANCE,

Date: _____, 2009

The time for the performance of the foregoing agreement is extended until _____ o'clock M. on the _____ day of _____, 2009, time still being of the essence of this agreement as extended. In all other respects, this agreement is hereby ratified and confirmed. This extension, executed in multiple counterparts, is intended to take effect as a sealed instrument.

Westchester Homes, Inc., BUYER,

By: _____
Its officer, hereunto duly authorized

Mary Ann Caouette, individually and as trustee
as aforesaid, SELLER

Frances Simeone, individually and as trustee
as aforesaid, SELLER

John E. Simeone, individually and as trustee
as aforesaid, SELLER

C 61

RIDER TO PURCHASE AND SALE AGREEMENT DATED OCTOBER 14, 2009 BY AND BETWEEN MARY ANN CAOUCETTE, FRANCES SIMEONE AND JOHN E. SIMEONE ("SELLER") AND WESTCHESTER HOMES, INC. ("BUYER") FOR PREMISES IN ACTON, MASSACHUSETTS CLASSIFIED UNDER M.G.L. c. 61A.

31. All notices required or permitted to be given hereunder shall be in writing and delivered by hand, be certified mail, postage pre-paid, return receipt requested, or by express mail or express courier service, in the case of Seller to the address above with a copy to Douglas A. Muir, Esq., Garrity, Levin and Muir, One Center Plaza, Suite 230, Boston, MA 02108, and in the case of Buyer to the address above with a copy to [Buyer's Attorney], or in the case of either party to such other address as shall be designated by notice given to the other party in compliance with this paragraph. Except as otherwise provided herein, notice shall be deemed given when so delivered by hand, or if mailed by certified mail, two days after it is deposited with the U.S. Postal Service, or if sent by express mail or express courier service, one day after it is deposited with the U.S. Postal Service or such other service.

32. Seller hereby agrees to execute at closing all affidavits and indemnifications to Buyer's title insurance company and/or Buyer's mortgage lender (if any) as reasonably required, including, but not limited to, affidavits indemnifying against claims of workmen and materialmen and affidavits as to parties in possession, the purchase price and allocation of the same.

33. Buyer, its mortgage lender (if any) and their agents shall have the right to enter upon the Premises after notice to Seller (which may be oral) at reasonable times for purposes of inspection, measurement, and appraisal. Seller shall also permit entry upon the Premises by an engineer or land surveyor for the purpose of plotting bounds and taking measurements and by contractors for the purpose of conducting soils tests. At the request of the Seller, all such entries shall take place in the presence of Seller or Seller's representative. In the event that Buyer does not complete its purchase of the Premises, the same shall be restored to their condition prior to any such soils tests.

34. Buyer warrants and represents to Seller that the Buyer has not contacted any real estate broker in connection with this transaction. Buyer agrees to indemnify Seller against and to hold Seller harmless from any loss, damage, cost, or expenses, including reasonable attorneys' fees, incurred by Seller as a result of any claim for a brokerage commission or fee which may be asserted against Seller in connection with this transaction by any broker with whom Buyer has dealt. The provisions of this paragraph shall survive delivery of the deed.

35. Seller warrants and represents to Buyer that Seller has not contacted any real estate broker to whom a commission is due in connection with this transaction. Seller agrees to indemnify Buyer against and to hold Buyer harmless from any loss, damage, cost, or expense, including reasonable attorneys' fees, incurred by Buyer as a result of any claim for a brokerage

commission or fee which may be asserted against Buyer in connection with this transaction by any broker with whom Seller has dealt. The provisions of this paragraph shall survive delivery of the deed.

36. Notwithstanding anything to the contrary herein contained, the Premises shall not be considered to be in compliance with the title provisions of this Agreement unless:

- (a) all buildings, structures, and improvements, including but not limited to, any driveways, garages, septic systems, and wells, if any, shall be located completely within the boundary lines of the Premises and shall not encroach upon, over or under the property of any other person or entity;
- (b) no building, structure, or improvement, including, but not limited to, any driveways, garages, and septic systems and wells if any, or any kind belonging to any other person or entity shall encroach upon or under the Premises;
- (c) the Premises have vehicular and pedestrian access to a public way; and
- (d) title to the Premises is insurable, for the benefit of the Buyer, by a title insurance company reasonably acceptable to Buyer, in a fee owner's policy of title insurance, at normal premium rates in the American Land Title Association form currently in use, subject to those printed exceptions to title normally included in the "jacket" to such form or policy and the standard so-called "Schedule B" exceptions, and exceptions permitted under Paragraph 4 above.

37. In matters respecting the title to the Premises the standards of the Massachusetts Real Estate Bar Association shall be determinative.

38. All deposits held pursuant to Paragraph 20 above shall be held in a non-interest bearing IOLTA account. In the event of a dispute relating to the deposit held by the escrow agent named in Paragraph 20, the escrow agent shall have the right to retain the deposit pending the receipt of written instructions agreed to and signed by Seller and Buyer or of a court order directing the distribution of the deposit. Buyer and Seller jointly and severally agree to indemnify and hold the escrow agent harmless from any and all costs and expenses, including reasonable attorneys fees, incurred in connection with any such dispute. Notwithstanding the provisions of Paragraph 20 and of this Paragraph 38, it is expressly agreed that Seller may, at their option, utilize the deposit if Seller deems it necessary for their expenses prior to delivery of the deed. Seller shall notify Buyer in writing in the event they exercise this option.

39. Promptly upon the execution of this agreement and the payment of the deposit, Seller shall notify the Town of Acton of this agreement in accordance with Massachusetts General Laws c. 61A, Section 14. In the event that said Town or its assignee exercises its right

of first refusal to purchase the Premises, all deposits paid by Buyer shall be promptly returned to buyer and this agreement shall be null and void. In the event that said Town or its assignee waives and releases its right of first refusal or its right of first refusal lapses without having been exercised, then the date for delivery of the deed hereunder shall be the date which is thirty (30) days from and after the date Seller is notified of said waiver, or the date of said lapse, whichever shall apply, or on the next business day if said date is a date on which the Registry of Deeds is not open for business.

40. Buyer agrees that it will pay to the Town of Acton any so-called rollback or conveyance taxes imposed pursuant to G.L. c. 61A by reason of the sale of the Premises to Buyer pursuant to this agreement. Said amount shall be paid on or before the date of delivery of the deed. Seller has requested and been furnished with a calculation of rollback tax as of June 30, 2009 and has delivered said calculation to Buyer, but Seller makes no representation as to the accuracy or completeness of the same.

41. Seller and Buyer have entered into a contemporaneous agreement for the sale to Buyer of the residence at 90 Martin Street, Acton, Massachusetts with surrounding non-classified land, which agreement provides that Seller may exercise a right to repurchase said residence within one (1) year of the date of death of Antoinette Simeone. In the event that either (i) Seller exercises said repurchase right or (ii) ownership of the residence remains in Seller because the Town of Acton has exercised its right of first refusal and purchased the premises, Buyer (or the Town if the Town shall have exercised its right of first refusal) shall convey to Seller for a price of \$1.00, a sufficient and mutually-agreeable portion of the premises abutting said residence so that the residence lot will constitute a building lot which conforms in all respects to Town of Acton zoning requirements at that time.

42. Each of Sellers represent that he or she is not a foreign person under I.R.C. Section 1445 and agrees to execute at the closing a non-foreign certificate in compliance with I.R.C. Section 1445(b)(2).

CERTIFICATE

The undersigned hereby certifies that the foregoing is a true copy of a purchase and sale agreement by and among Mary Ann Caouette, Frances Simeone and John E. Simone, individually and as trustees of The Simeone Irrevocable Trust u/d/t dated November 17, 1998 (Seller) and Westchester Homes, Inc. ("Buyer") for premises in Acton, Massachusetts classified under G.L. c. 61A.

10-20-09
Dated



Douglas A. Muir, Attorney and Agent for Seller

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On October 20, 2009, before me, the undersigned notary public, personally appeared Douglas A. Muir (the "Principal") and acknowledged to me that the Principal signed the preceding or attached document voluntarily for its stated purpose. The Principal proved to me through satisfactory evidence of identification that the Principal is the person whose name is signed on the preceding or attached document. The satisfactory evidence of identification provided to me was:

- A current document issued by a federal or state government agency bearing the photographic image of the Principal's face and signature; or
- On the oath or affirmation of a credible witness unaffected by the document or transaction who is personally known to the notary public and who personally knows the Principal; or
- Identification of the Principal based on the notary public's personal knowledge of the identity of the Principal; or
- The following evidence of identification: _____



Notary Public
Printed Name: W. Arthur Garity III
My Commission Expires: 7-5-2014

[Seal]

HOUSE

PURCHASE AND SALE AGREEMENT

This 14 day of October, 2009.

1. PARTIES AND MAILING ADDRESSES

Mary Ann Caouette, Frances Simeone (formerly known as Frances S. Caouette) and John E. Simeone, individually and as trustees of The Simeone Irrevocable Trust w/d/t dated November 17, 1998, recorded with Middlesex South District Registry of Deeds in Book 31083, Page 219, of 90 Martin Street, Acton, MA 01720 hereinafter called the "SELLER", agrees to sell and Westchester Homes, Inc, a Massachusetts corporation having its principal address at 411 Massachusetts Avenue, Suite 304, Acton, MA 01720, hereinafter called the "BUYER," agrees to buy, upon the terms hereinafter set forth, the following described premises:

2. DESCRIPTION

The land with the single-family residence thereon in Acton, Middlesex County, Massachusetts now known and numbered 90 Martin Street described in two deeds to SELLER, both dated November 17, 1998, and recorded with said Deeds in Book 31083, Page 229 and 231, respectively which is not classified as under M.G.L. c. 81A, which land is identified in Acton Assessors Parcels H285 and H2A82. Specifically EXCLUDED from this agreement is any land which is classified under said c. 81A.

3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES

Included in the sale as a part of said premises are the buildings, structures, and improvements now thereon, and the fixtures belonging to the SELLER and used in connection therewith.

4. TITLE DEED (fill in)

Include here by specific reference any restrictions, easements, rights and obligations in party walls not included in (b), leases, municipal and other liens, other encumbrances, and make provision to protect SELLER against BUYERS breach of SELLERS covenants in leases, where necessary.

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 current use of said premises; (f)

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 Million (\$1,000,000.00) dollars, of which \$600.00 have been paid as an initial deposit this day and

\$199,600.00 are to be paid at the time of delivery of the deed in cash, by certified, cashier's, treasurer's or bank check(s) or by conveyancing attorney's check.

\$200,000.00 TOTAL

8. TIME FOR PERFORMANCE; DELIVERY OF DEED

Such deed is to be delivered at 10:00 o'clock A. M. on the at the Middlesex South District Registry of Deeds, on the date determined pursuant to attached RIDER, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement.

9. **POSSESSION AND CONDITION 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 they now are, reasonable use and wear thereof excepted, and (b) not in violation of said building and zoning laws, and (c) in compliance with provisions of any instrument referred to in clause 4 hereof. The BUYER shall be entitled personally to inspect said premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause. The premises shall be delivered in broom clean condition, free of debris and of all personal property, except personal property included in the sale.
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 the delivery of the deed the premises do not conform with the provisions hereof, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto, unless the SELLER elects to 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 for a period of thirty days, or to such lesser period as will result in a loss of BUYER's mortgage commitment or a material and adverse change in the terms of such commitment.
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 extension 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 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 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 said 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 within a reasonable time thereafter which is acceptable to BUYER, and provided further that discharges from institutional lenders may be recorded within a reasonable time after recording the deed in accordance with usual conveyancing practices.
15. **INSURANCE**
- Until the delivery of the deed, the SELLER shall maintain insurance on said premises as follows:
- | Type of Insurance | Amount of Coverage |
|--------------------------------|-------------------------|
| (a) Fire and extended coverage | \$ as presently insured |
| (b) | |

16. ADJUSTMENTS Collected rents, mortgage interest, water and sewer use charges, operating expenses (if any) according to the schedule attached hereto or set forth below, 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. Uncollected rents for the current rental period shall be apportioned if and when collected by either party.
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. BROKER'S FEE A Broker's fee for professional services of \$_____ is due from the SELLER to _____ the Broker(s) herein, if, as and when the deed is recorded and the consideration paid, but not otherwise; but if the SELLER pursuant to the terms of clause 21 hereof retains the deposits made hereunder by the BUYER, said Broker(s) shall be entitled to receive from the SELLER an amount equal to one-half the amount so retained or an amount equal to the Broker's fee for professional services according to this contract, whichever is the lesser. SEE RIDER
19. BROKER(S) WARRANTY The Broker(s) named herein warrant(s) that the Broker(s) is (are) duly licensed as such by the Commonwealth of Massachusetts.
20. DEPOSIT All deposits made hereunder shall be held in escrow by Garrity, Levin and Muir 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. SEE RIDER.
21. BUYER'S DEFAULT; DAMAGES 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 damages unless within thirty days after the time for performance of this agreement or any extension hereof, the SELLER otherwise notifies the BUYER in writing, and this shall be SELLER's sole remedy at law and in equity.
22. 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.
23. BROKER AS PARTY The Broker(s) named herein join(s) in this agreement and become(s) a party hereto; insofar as any provisions of this agreement expressly apply to the Broker(s), and to any amendments or modifications of such provisions to which the Broker(s) agree(s) in writing.
24. 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.
26. MORTGAGE CONTINGENCY CLAUSE In order to help finance the acquisition of said premises, the BUYER shall apply for a conventional bank or other institutional mortgage loan of \$_____ at prevailing rates, terms and conditions. If despite the BUYER's diligent efforts a commitment for such loan cannot be obtained on or before _____, 2008, the BUYER may terminate this agreement by written notice to the SELLER and/or the Broker(s); no agent(s) for the SELLER, prior to the expiration of such time, whereupon any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto. In no event will the BUYER be deemed to have used diligent efforts to obtain such commitment unless the BUYER submits a complete mortgage loan application conforming to the foregoing provisions on or before _____, 2009. (BUYER shall not be obligated to apply to more than one such bank or lending institution.

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 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.

28. LEAD PAINT LAWS

For premises built before 1978, BUYER acknowledges receipt of the "Department of Public Health Property Transfer Notification" regarding the Lead Law, acknowledges verbal notification of the possible presence of lead hazards and the provisions of the federal and Massachusetts Lead Laws and regulations, including the right to inspect for dangerous levels of lead. The parties acknowledge that, under Massachusetts law, whenever a child or children under six years of age resides in any residential premises in which any paint, plaster or other accessible material contains dangerous levels of lead, the owner of said premises must remove or cover said paint, plaster or other material or as to make it inaccessible to children under six years of age. BUYER assumes full responsibility for compliance with all laws relating to lead paint removal, if required by law, and related matters (including without limitation M.G.L.c. 111, §197), and BUYER assumes full responsibility for all costs, lead paint removal or remediation and other costs of compliance. Pursuant to applicable regulations, the Property Transfer Notification-Certification is attached to this agreement.

29. SMOKE AND CARBON MONOXIDE DETECTORS

The SELLER shall, at the time of the delivery of the deed, deliver a certificate from the fire department of the city or town in which said premises are located stating that said premises have been equipped with approved smoke detectors and carbon monoxide detectors in conformity with applicable law.

30. ADDITIONAL PROVISIONS

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

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

Westchester Homes, Inc., BUYER,

By: 
its officer, hereunto duly authorized

Mary Ann Caouette, individually and as trustee
as aforesaid, SELLER

Frances Simeone, individually and as trustee
as aforesaid, SELLER

John E. Simeone, individually and as trustee
as aforesaid, SELLER

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The SELLER shall, at the time of the delivery of the deed, deliver a certificate from the fire department of the city or town in which said premises are located stating that said premises have been equipped with approved smoke detectors and carbon monoxide detectors in conformity with applicable law.

30. ADDITIONAL PROVISIONS

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

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

Westchester Homes, Inc., BUYER,

By: _____
Its officer, hereunto duly authorized

Mary Ann Capuette
Mary Ann Capuette, individually and as trustee
as aforesaid, SELLER

Frances E. Simeone
Frances Simeone, individually and as trustee
as aforesaid, SELLER

John E. Simeone
John E. Simeone, individually and as trustee
as aforesaid, SELLER

EXTENSION OF TIME FOR PERFORMANCE

Date: _____, 2009

The time for the performance of the foregoing agreement is extended until _____ o'clock M. on the _____ day of _____, 2009, time still being of the essence of this agreement as extended. In all other respects, this agreement is hereby ratified and confirmed. This extension, executed in multiple counterparts, is intended to take effect as a sealed instrument.

Westchester Homes, Inc., BUYER,

By: _____
Its officer, hereunto duly authorized

Mary Ann Caouette, individually and as trustee
as aforesaid, SELLER

Frances Simeone, individually and as trustee
as aforesaid, SELLER

John E. Simeone, individually and as trustee
as aforesaid, SELLER

RIDER TO PURCHASE AND SALE AGREEMENT DATED OCTOBER _____, 2009 BY AND BETWEEN MARY ANN CAQUETTE, FRANCES SIMEONE AND JOHN E. SIMEONE ("SELLER") AND WESTCHESTER HOMES, INC. ("BUYER") FOR PREMISES IN ACTON, MASSACHUSETTS AT 90 MARTIN STREET.

31. All notices required or permitted to be given hereunder shall be in writing and delivered by hand, be certified mail, postage pre-paid, return receipt requested, or by express mail or express courier service, in the case of Seller to the address above with a copy to Douglas A. Muir, Esq., Garrity, Levin and Muir, One Center Plaza, Suite 230, Boston, MA 02108, and in the case of Buyer to the address above with a copy to [Buyer's Attorney], or in the case of either party to such other address as shall be designated by notice given to the other party in compliance with this paragraph. Except as otherwise provided herein, notice shall be deemed given when so delivered by hand, or if mailed by certified mail, two days after it is deposited with the U.S. Postal Service, or if sent by express mail or express courier service, one day after it is deposited with the U.S. Postal Service or such other service.

32. Seller hereby agrees to execute at closing all affidavits and indemnifications to Buyer's title insurance company and/or Buyer's mortgage lender (if any) as reasonably required, including, but not limited to, affidavits indemnifying against claims of workmen and materialmen and affidavits as to parties in possession, the purchase price and allocation of the same.

33. Buyer, its mortgage lender (if any) and their agents shall have the right to enter upon the Premises after notice to Seller (which may be oral) at reasonable times for purposes of inspection, measurement, and appraisal. Seller shall also permit entry upon the Premises by an engineer or land surveyor for the purpose of plotting bounds and taking measurements and by contractors for the purpose of conducting soils tests. At the request of the Seller, all such entries shall take place in the presence of Seller or Seller's representative. In the event that Buyer does not complete its purchase of the Premises, the same shall be restored to their condition prior to any such soils tests.

34. Buyer warrants and represents to Seller that the Buyer has not contacted any real estate broker in connection with this transaction. Buyer agrees to indemnify Seller against and to hold Seller harmless from any loss, damage, cost, or expenses, including reasonable attorneys' fees, incurred by Seller as a result of any claim for a brokerage commission or fee which may be asserted against Seller in connection with this transaction by any broker with whom Buyer has dealt. The provisions of this paragraph shall survive delivery of the deed.

35. Seller warrants and represents to Buyer that Seller has not contacted any real estate broker to whom a commission is due in connection with this transaction. Seller agrees to indemnify Buyer against and to hold Buyer harmless from any loss, damage, cost, or expense, including reasonable attorneys' fees, incurred by Buyer as a result of any claim for a brokerage commission or fee which may be asserted against Buyer in connection with this transaction by

any broker with whom Seller has dealt. The provisions of this paragraph shall survive delivery of the deed.

36. Notwithstanding anything to the contrary herein contained, the Premises shall not be considered to be in compliance with the title provisions of this Agreement unless:

- (a) all buildings, structures, and improvements, including but not limited to, any driveways, garages, septic systems, and wells, if any, shall be located completely within the boundary lines of the Premises and shall not encroach upon, over or under the property of any other person or entity;
- (b) no building, structure, or improvement, including, but not limited to, any driveways, garages, and septic systems and wells if any, or any kind belonging to any other person or entity shall encroach upon or under the Premises;
- (c) the Premises have vehicular and pedestrian access to a public way; and
- (d) title to the Premises is insurable, for the benefit of the Buyer, by a title insurance company reasonably acceptable to Buyer, in a fee owner's policy of title insurance, at normal premium rates in the American Land Title Association form currently in use, subject to those printed exceptions to title normally included in the "jacket" to such form or policy and the standard so-called "Schedule B" exceptions, and exceptions permitted under Paragraph 4 above.

37. In matters respecting the title to the Premises the standards of the Massachusetts Real Estate Bar Association shall be determinative.

38. All deposits held pursuant to Paragraph 20 above shall be held in a non-interest bearing IOLTA account. In the event of a dispute relating to the deposit held by the escrow agent named in Paragraph 20, the escrow agent shall have the right to retain the deposit pending the receipt of written instructions agreed to and signed by Seller and Buyer or of a court order directing the distribution of the deposit. Buyer and Seller jointly and severally agree to indemnify and hold the escrow agent harmless from any and all costs and expenses, including reasonable attorneys fees, incurred in connection with any such dispute. Notwithstanding the provisions of Paragraph 20 and of this Paragraph 38, it is expressly agreed that Seller may, at their option, utilize the deposit if Seller deems it necessary for their expenses prior to delivery of the deed. Seller shall notify Buyer in writing in the event they exercise this option.

39. Seller and Buyer have entered into a contemporaneous agreement for the sale to Buyer of Seller's land in said Acton which is classified under M.G.L. c. 61A. Pursuant to said c. 61A the Town of Acton or its assignee has a right of first refusal to purchase said classified land on the same terms as Buyer. Buyer's obligations hereunder are expressly conditioned on its

ability to purchase said classified land from Seller and, therefore, in the event that the Town of Acton or its assignee purchases the classified land pursuant to its right of first refusal, all deposits hereunder shall be returned to Buyer and this agreement shall be null and void. In the event that said Town or its assignee waives and releases its right of first refusal or its right of first refusal lapses without having been exercised, then the date for delivery of the deed hereunder shall be the date which is thirty (30) days from and after the date Seller is notified of said waiver, or the date of said lapse, whichever shall apply, or on the next business day if said date is a date on which the Registry of Deeds is not open for business.

40. The premises shall be conveyed to Buyer subject to a reserved life estate in Antoinette Simeone. The life tenant shall be responsible for ordinary repairs, taxes, insurance and utilities during said life tenancy.

41. Seller shall have the right to repurchase the premises from Buyer for a price of \$200,000.00, provided Seller notifies Buyer in writing of Seller's intention to exercise this right within one (1) year of the date of Antoinette Simeone's death. In the event that Seller exercises its repurchase right, the premises shall be conveyed to Seller on a mutually agreeable date which is not more than sixty (60) days from and after the date of Seller's notice.

