

HOME SALES DATA SHEETS
HOME SALES LOCATION MAP

**67 Taylor Rd
Acton, MA 01720-4517
Single Family**

MLS #: **70897484** Status: **Sold**
 List Price: **\$345,000** Sale Price: **\$335,000**
 List Date: **4/2/2009** Sale Date: **6/1/2009**
 Area: Off Market Date: **4/16/2009**
 Days on Market (Total): **14** Days on Market (Office): **14**

Property Features

Rooms: **5** Style: **Ranch**
 Bedrooms: **2** Type: **Detached**
 Full Bath: **1** Apprx Acres: **0.47**
 Half Bath: **0** Apprx Lot Size: **20280 sq.ft.**
 Master Bath: **No** Apprx Living Area: **1322 sq.ft.**
 Fireplaces: **1** Foundation Size: **0 (Poured Concrete)**
 Year Built: **1957** Garage: **2 Detached**
 Color: **white** Parking: **6 Off-Street**



Room Descriptions

Room	Level	Size	Features
Living Room:	1	21x12	Fireplace, Hard Wood Floor
Dining Room:	1	13x12	Hard Wood Floor
Kitchen:	1	13x12	--
Master Bedroom:	1	15x12	Hard Wood Floor
Bedroom 2:	1	13x12	Hard Wood Floor
Laundry:	B	15x14	--

Features & Other Information

Appliances: **Wall Oven, Dishwasher, Countertop Range**
 Area Amenities: **Shopping, Tennis Court, Park, Walk/Jog T Golf Course, Medical Facility**
 Basement: **Yes Full, Interior Access, Bulkhead, Sump Pump Concrete Floor**
 Construction: **Frame**
 Cooling: **None**
 Electric: **Circuit Breakers**
 Exclusions: **washing machine, dryer, refrigerator**
 Exterior: **Vinyl**
 Exterior Features: **Patio, Covered Patio/Deck, Fenced Yard**
 Heating: **Hot Water Baseboard, Gas**
 Hot Water: **Natural Gas**
 Interior Features: **Cable Available, Walk-up Attic, Whole H Fan**
 Lead Paint: **Unknown**
 Road Type: **Public, Paved**
 Roof: **Asphalt/Fiberglass Shingles**
 Sewer and Water: **City/Town Water, Private Sewerage**
 Waterfront: **No**

Remarks

Charming ranch in super Acton location is minutes to town center, conservation trails, library and school! This bright, sunfilled and cheery ranch features a lovely .46 acre fenced-in lot, hardwood floors, eat-in kitchen, dining room with built-ins, living room with fireplace, two car garage, and lots of storage space. This property is also close to major communting routes, fine shopping, restaurants and recreation areas.

Tax Information

Pin #: **M:00F3 B:0109 L:0000**
 Map: Block: Lot:
 Assessment: **\$330,300**
 Taxes: **\$5460** Tax Year: **2009**
 Book: **48304** Page: **175**
 Cert: **00194058**
 Zoning Code: **Res**

Listing Information

Directions: **Main Street to Taylor Road**
 Showing: Sub-Agent: **Sub-Agency Relationship Not Offered**
 Showing: Buyer-Agent: **MA Call MA-Pass at 508-389-1780**
 Showing: Facilitator: **MA Call MA-Pass at 508-389-1780**
 Special Showing Instructions: **24 hour notice required**
 Listing Agreement Type: **Exclusive Right to Sell**
 Listing Office: **CBRB - Acton** (978) 263-3303
 Sale Office: **CBRB - Concord** (978) 369-1000

Original Price: **\$345,000**
 Sub-Agent Comp.: **Not Offered**
 Buyer Agent Comp.: **2.5**
 Facilitator Comp.: **2.5**

Entry Only: **No**
 Listing Agent: **Elisa Spence** (978) 807-2264
 Sale Agent: **Paula O Sullivan** (978) 442-5956

**395 Arlington St
Acton, MA 01720-2101
Single Family**

MLS #: **70893160** Status: **Sold**
List Price: **\$353,800** Sale Price: **\$348,000**
List Date: **3/25/2009** Sale Date: **6/9/2009**
Area: Off Market Date: **4/14/2009**
Days on Market (Total): **20** Days on Market (Office): **20**

Property Features

Rooms: **6** Style: **Ranch**
Bedrooms: **3** Type: **Detached**
Full Bath: **1** Apprx Acres: **0.52**
Half Bath: **0** Apprx Lot Size: **22750 sq.ft.**
Master Bath: **No** Apprx Living Area: **1232 sq.ft.**
Fireplaces: **1** Foundation Size: **44 x 26 (Poured Concrete)**
Year Built: **1956** Garage: **0 --**
Color: **Yellow** Parking: **4 Off-Street**



Room Descriptions

Room	Level	Size	Features
Living Room:	1	17x11	Fireplace, Hard Wood Floor
Dining Room:	1	11x10	Hard Wood Floor
Kitchen:	1	12x11	--
Master Bedroom:	1	13x11	Hard Wood Floor
Bedroom 2:	1	12x08	Hard Wood Floor
Bedroom 3:	1	13x10	Hard Wood Floor
Sun Room:	1	12x09	Stone / Ceramic Tile Floor

Features & Other Information

Appliances: **Range, Dishwasher, Microwave, Washer, Dryer**
Area Amenities: **Shopping**
Basement: **Yes Full, Concrete Floor**
Construction: **Frame**
Cooling: **None**
Exclusions: **Front loading washer, and refrigerator.**
Exterior: **Clapboard, Wood**
Exterior Features: **Gutters**
Heating: **Hot Water Baseboard, Oil**
Hot Water: **Oil**
Interior Features: **Cable Available, Other (See Remarks)**
Lead Paint: **Unknown**
Road Type: **Public**
Roof: **Asphalt/Fiberglass Shingles**
Sewer and Water: **City/Town Water, Private Sewerage**
Waterfront: **No**

Remarks

Pride of ownership shows throughout this well cared for home. This bright @ airy home offers a fireplaced living room, completely remodeled kitchen offering wonderful storage, as found in the peninsula as well as on either side of the refrigerator. Also updated is the full bathroom. Close to W.Acton center & only 5 minutes from rte 2, easy access to the train station, for those who need to commute. The sun filled 3 season porch with tiled flooring is a great place to relax. FIOS & Cable avail.

Tax Information

Pin #: **M:00F1 B:0194 L:0000**
Map: Block: Lot:
Assessment: **\$329,300**
Taxes: **\$5443** Tax Year: **2009**
Book: **44200** Page: **307**
Cert: **300406**
Zoning Code: **Res**

Listing Information

Directions: **Central to Willow, right onto Summer and then a left onto Arlington. The house is on the right**
Showing: Sub-Agent: **Sub-Agency Relationship Not Offered**
Showing: Buyer-Agent: **Lock Box, Sign, MA Call MA-Pass at 508-389-1780**
Showing: Facilitator: **Lock Box, Sign, MA Call MA-Pass at 508-389-1780**
Listing Agreement Type: **Exclusive Right to Sell**
Listing Office: **ERA Morrison Real Estate**  (978) 263-8887 Ext. 801
Sale Office: **CBRB - Acton**  (978) 263-3303
Seller Concessions at Closing:

Original Price: **\$353,800**

Sub-Agent Comp.: **Not Offered**

Buyer Agent Comp.: **2.5**

Facilitator Comp.: **2.5**

Entry Only: **No**

Listing Agent: **Joseph Shimer**  (978) 884

Sale Agent: **Kevin J. Forsyth**  (508) 265

Financing: **Conv. Fixed**

**7 Marian Road
Acton, MA 01720
Single Family**

MLS #: **70915728** Status: **Sold**
List Price: **\$365,000** Sale Price: **\$320,000**
List Date: **5/8/2009** Sale Date: **7/10/2009**
Area: Off Market Date: **6/29/2009**
Days on Market (Total): **52** Days on Market (Office): **52**

Property Features

Rooms: **6** Style: **Ranch**
Bedrooms: **3** Type: **Detached**
Full Bath: **1** Apprx Acres: **0.46**
Half Bath: **1** Apprx Lot Size: **20046 sq.ft.**
Master Bath: **Yes** Apprx Living Area: **1214 sq.ft.**
Fireplaces: **1** Foundation Size: **0 (Poured Concrete)**
Year Built: **1952** Garage: **1 Attached**
Color: **Beige** Parking: **2 Off-Street**



Room Descriptions

Room	Level	Size	Features
Living Room:	1	17x14	Fireplace, Hard Wood Floor
Dining Room:	1	12x11	Hard Wood Floor
Kitchen:	1	10x11	Half Bath, Hard Wood Floor
Master Bedroom:	1	16x12	Half Bath, Hard Wood Floor
Bedroom 2:	1	12x13	Hard Wood Floor
Bedroom 3:	1	10x10	Hard Wood Floor
Laundry:	B		--

Features & Other Information

Appliances: **Wall Oven, Countertop Range, Refrigerator, V**
Area Amenities: **Public Transportation, Shopping, Medical Facility**
Basement: **Yes Full, Interior Access, Sump Pump**
Construction: **Frame**
Cooling: **None**
Disclosures: **Dishwasher does not work**
Electric: **Fuses**
Exterior: **Shingles, Wood**
Exterior Features: **Enclosed Porch, Gutters**
Heating: **Central Heat, Hot Water Baseboard, Gas**
Hot Water: **Natural Gas, Tank**
Interior Features: **Cable Available**
Lead Paint: **Unknown**
Road Type: **Public, Publicly Maint.**
Roof: **Asphalt/Fiberglass Shingles**
Sewer and Water: **City/Town Water, Private Sewerage**
Waterfront: **No**
Tax Information

Remarks

Opportunity Knocks! Level lot, great schools and neighborhood, with a little sweat equity this home will be a jewel. Sunken fireplaced living room, hardwood floors, breezeway and master half bath. It's all there, it just needs some care!

Pin #:
Map: Block: Lot:
Assessment: **\$345,300**
Taxes: **\$5707** Tax Year: **2009**
Book: **11765** Page: **442**
Cert:
Zoning Code: **res**

Listing Information

Directions: **Willow to Marian**
Showing: Sub-Agent: **Sub-Agency Relationship Not Offered**
Showing: Buyer-Agent: **Owner, Lock Box, Appointment Req'd, Sign**
Showing: Facilitator: **Owner, Lock Box, Appointment Req'd, Sign**
Special Showing Instructions: **Call for Appointment**
Listing Agreement Type: **Exclusive Right to Sell**
Firm Remarks: **Call for appointment: 978-204-4014, no showings til Sunday, May 10, 2009**
Listing Office: **CBRB - Concord** (978) 369-1000
Sale Office: **ERA Home & Family Real Estate** (978) 470-1999

Original Price: **\$365,000**
Sub-Agent Comp.: **Not Offered**
Buyer Agent Comp.: **2.5**
Facilitator Comp.: **2.5**

Entry Only: **No**
Listing Agent: **Gail Walton** (978) 937-4234
Sale Agent: **Bill Kafkas** (978) 835-1455

**1 Winter Street
Acton, MA 01720
Single Family**

MLS #: **70888540** Status: **Sold**
 List Price: **\$388,000** Sale Price: **\$360,000**
 List Date: **3/16/2009** Sale Date: **6/19/2009**
 Area: Off Market Date: **4/22/2009**
 Days on Market (Total): **37** Days on Market (Office): **37**
 Neighborhood/Sub-Division: **West Acton**

Property Features

Rooms: **9** Style: **Ranch**
 Bedrooms: **3** Type: **Detached**
 Full Bath: **1** Apprx Acres: **0.46**
 Half Bath: **1** Apprx Lot Size: **20098 sq.ft.**
 Master Bath: **Yes** Apprx Living Area: **1480 sq.ft.**
 Fireplaces: **1** Foundation Size: **0x0 (Poured Concrete)**
 Year Built: **1961** Garage: **2 Attached, Garage Door Opener, Storage, Side Entry**
 Color: **White** Parking: **4 Off-Street**



Room Descriptions

Room	Level	Size	Features
Living Room:	1	17x16	Fireplace, Hard Wood Floor
Dining Room:	1	11x9	Hard Wood Floor
Family Room:	1	20x14	Skylight, Cathedral Ceilings, Wall to Wall Carpet
Kitchen:	1	11x11	Dining Area
Master Bedroom:	1	13x11	Half Bath, Hard Wood Floor
Bedroom 2:	1	11x10	Hard Wood Floor
Bedroom 3:	1	13x9	Hard Wood Floor
Bath 1:	1		Full Bath
Bath 2:	1		Half Bath
Laundry:	B		--
Play Room:	B		--
Office:	B		--
Workshop:	B		--

Features & Other Information

Appliances: **Dishwasher, Countertop Range**
 Area Amenities: **Public Transportation, Shopping**
 Basement: **Yes Full, Partially Finished, Interior Access, Sump Pump, Concrete Floor**
 Construction: **Frame**
 Cooling: **None**
 Disclosures: **Exterior painting to be sold as is**
 Electric: **200 Amps**
 Exclusions: **Refrig negotiable**
 Exterior: **Shingles, Wood**
 Exterior Features: **Enclosed Porch, Deck, Gutters, Storage**
 Heating: **Hot Water Baseboard, Oil**
 Hot Water: **Oil, Tank**
 Interior Features: **Cable Available**
 Lead Paint: **Unknown**
 Living Area Disclosures: **Plus 728 finished basement**
 Road Type: **Public, Publicly Maint., Dead End**
 Roof: **Asphalt/Fiberglass Shingles**
 Sewer and Water: **City/Town Water, Private Sewerage**
 Waterfront: **No**

Remarks

Charming West Acton home on a cul-de-sac. Constantly updated and maintained. Many great features, cathedral ceiling family room with skylights and recessed lighting, updated bathroom. comfortable screened porch, replacement Harvey tilt in vinyl windows, french door to back deck off of DR and porch. Spacious lot offers shrubs, perennials, and flowering trees. Be sure to see feature sheet and plot plans at the house.

Tax Information

Pin #:
 Map: Block: Lot:
 Assessment: **\$353,000**
 Taxes: **\$5835** Tax Year: **2009**
 Book: **37512** Page: **112**
 Cert:
 Zoning Code: **Res**

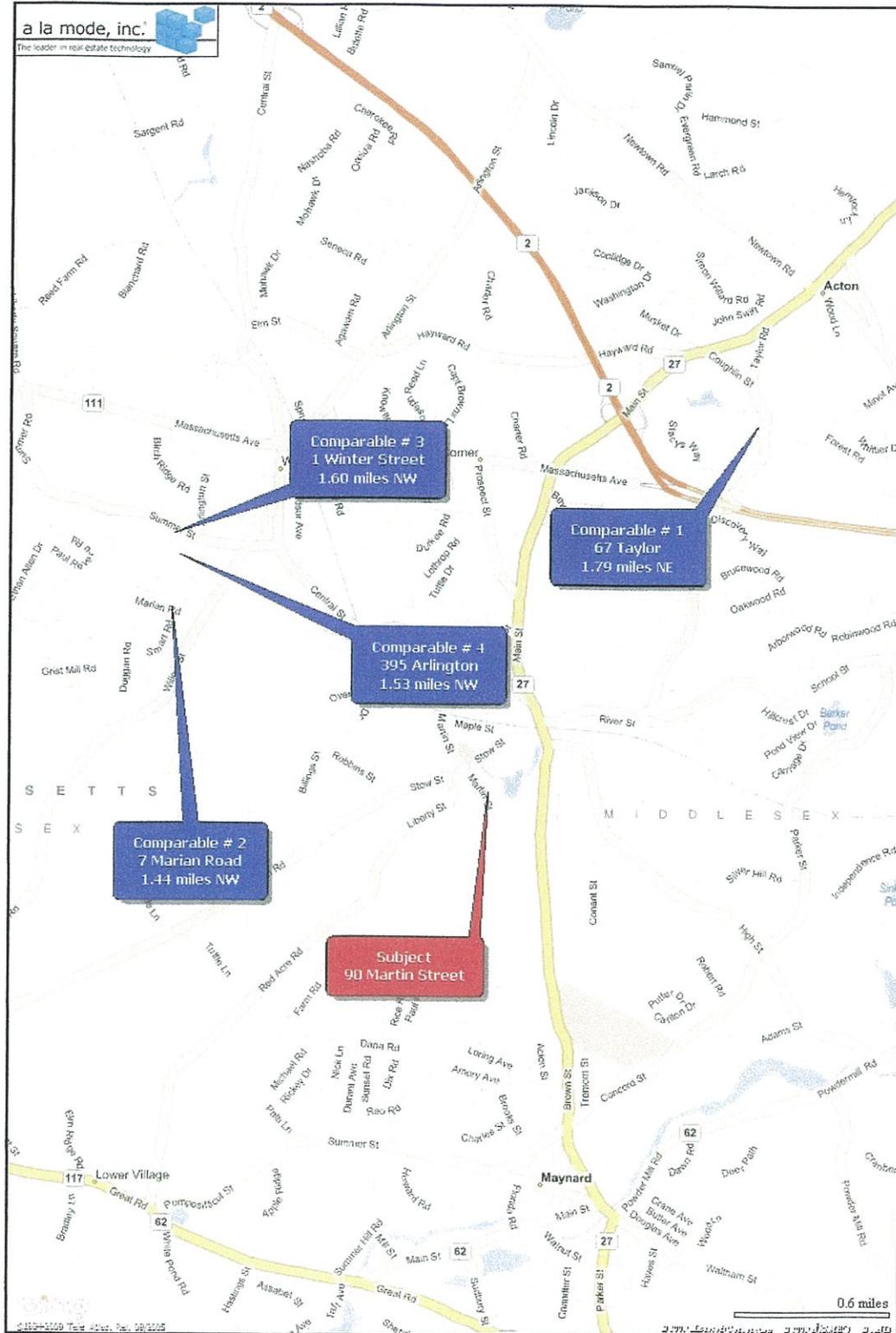
Listing Information

Directions: **Summer St west, left onto Winter, house is on the corner/first right**
 Showing: Sub-Agent: **Sub-Agency Relationship Not Offered**
 Showing: Buyer-Agent: **Call List Office, Owner, Lock Box**
 Showing: Facilitator: **Call List Office, Owner, Lock Box**
 Special Showing Instructions: **Small friendly dog might be in mudroom or cage. Lockbox on front door.**

Original Price: **\$388,000**
 Sub-Agent Comp.: **Not Offered**
 Buyer Agent Comp.: **2.5**
 Facilitator Comp.: **2**

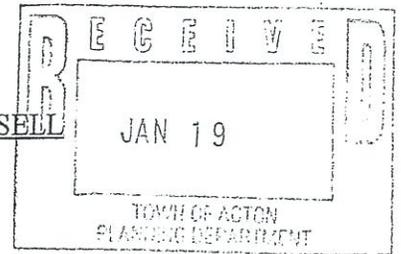
Location Map

Client	Steve Ledoux, Town Manager		
Property Address	90 Martin Street		
City	Acton	County	Middlesex
State	Ma	Zip Code	01720-3532
Owner	See test addendum		



**STATEMENT OF INTENT TO SELL
PURCHASE AND SALE AGREEMENTS**

REVISED 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 61, 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 January 8, 2010, 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 ½ acre of surrounding unclassified land to Westchester Homes, Inc. pursuant to a second purchase and sale agreement also dated January 8, 2010 which is included herewith. The non-classified land and residence is also shown on the enclosed Foresite Engineering plan.

The classified and unclassified land referred to in the preceding paragraphs comprise, in the aggregate, 15.7 acres according to the aforementioned 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.

THIS NOTICE SUPERSEDES A PREVIOUS C. 61A NOTICE OF SELLERS WITH RESPECT TO THE SAME LAND DATED OCTOBER 20, 2009.

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

1-14-10
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 5th day of January, 2010.

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 u/d/t dated November 17, 1998, recorded with Middlesex South District Registry of Deeds in Book 31063, 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 31063, Page 229 and 231, respectively which is classified as under M.G.L. c. 61A, which land is identified in Acton Assessors Parcels H295 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 conveyancing 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, 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 _____, 2010, the BUYER may terminate this agreement by written notice to the SELLER and/or the Broker(s), as 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 _____, 2010. [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 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, §197), and BUYER assumes full responsibility for all tests, 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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Its officer, hereunto duly authorized

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as aforesaid, SELLER

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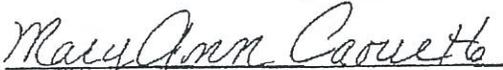
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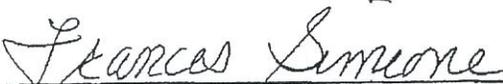
Westchester Homes, Inc., BUYER,

By:

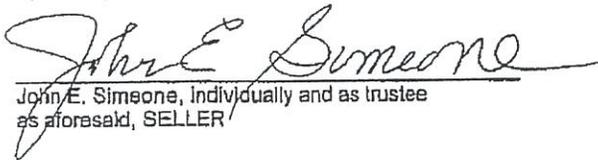
His officer, hereunto duly authorized



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

EXTENSION OF TIME FOR PERFORMANCE

Date: _____, 2010

The time for the performance of the foregoing agreement is extended until _____ o'clock M. on the _____ day of _____, 2010, 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 JANUARY 8,
2010 BY AND BETWEEN MARY ANN CAOUILLE, 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, if any, 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, the minimum amount of land contiguous to the residence as is necessary for the residence lot to thereby constitute a building lot conforming in all respects to Town of Acton zoning requirements at the time the contiguous land is so conveyed. In the event that the residence lot shall constitute a so-called "approval not required" lot within the meaning of G.L. c. 41, Section 81P, Seller shall be responsible for preparing the necessary plan and obtaining the required endorsement of the Acton Planning Board.

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).

43. This agreement supersedes a certain purchase and sale agreement by and between Seller and Buyer dated October 14, 2009 for the same premises.

PURCHASE AND SALE AGREEMENT

This 8th day of January, 2010.

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 u/d/t dated November 17, 1998, recorded with Middlesex South District Registry of Deeds in Book 31063, 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 31063, Page 229 and 231, respectively which is not classified as under M.G.L. c. 61A, which land is identified in Acton Assessors Parcels H295 and H2A62. Specifically EXCLUDED from this agreement is any land which is 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 (\$200,000.00) dollars, of which
 \$500.00 have been paid as an initial deposit this day and

 \$199,500.00 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 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 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 therefor 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 _____, 2010, the BUYER may terminate this agreement by written notice to the SELLER and/or the Broker(s); as 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 _____, 2010. [BUYER shall not be obligated to apply to more than one such bank or lending institution.~~

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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 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. 141, §197), and BUYER assumes full responsibility for all tests, 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

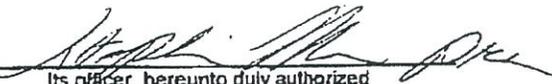
The SELLER shall, at the time of the delivery of the deed, deliver a certificate from the fire department of the city or town in which said premises are located stating that said premises have been equipped with approved smoke detectors and carbon monoxide detectors in conformity with applicable law.

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

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

Frances Simone
Frances Simone, individually and as trustee
as aforesaid, SELLER

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

EXTENSION OF TIME FOR PERFORMANCE

Date: _____, 2010

The time for the performance of the foregoing agreement is extended until _____ o'clock _____ M. on the _____ day of _____, 2010, 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 JANUARY 8,
2010 BY AND BETWEEN MARY ANN CAOUILLE, 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, by 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, if any, 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.

42. This agreement supersedes a certain purchase and sale agreement by and between Seller and Buyer dated October 14, 2009 for the same premises.

ZONING DISTRICT RESIDENCE B-1 (R-04)

DIMENSION	REQUIREMENT
MINIMUM LOT AREA	20,000 SQ. FT.
MINIMUM LOT WIDTH	50 FEET
MINIMUM FRONT YARD SETBACK	25 FEET
MINIMUM REAR YARD SETBACK	20 FEET

* LOT FRONTAGE MAY BE REDUCED TO 100 FEET IF THE FRONTAGE IS ENTIRELY ON A CUL-DE-SAC.
 ** DISTRICT IF THE LOT AREA IS INCREASED TO A MINIMUM OF 20,000 SQUARE FEET (MINIMUM 50' LOT).

ELEVATION REFERENCE
 ELEVATIONS REFER TO HATHORN GEODETIC VERTICAL DATUM (1985) WHICH IS THE BENCHMARK FOR THE MIDDLESEX SOUTH DISTRICT RECORDS. ELEVATIONS SHOWN ARE NOT THE RESULT OF A PROPERTY BOUNDARY SURVEY.

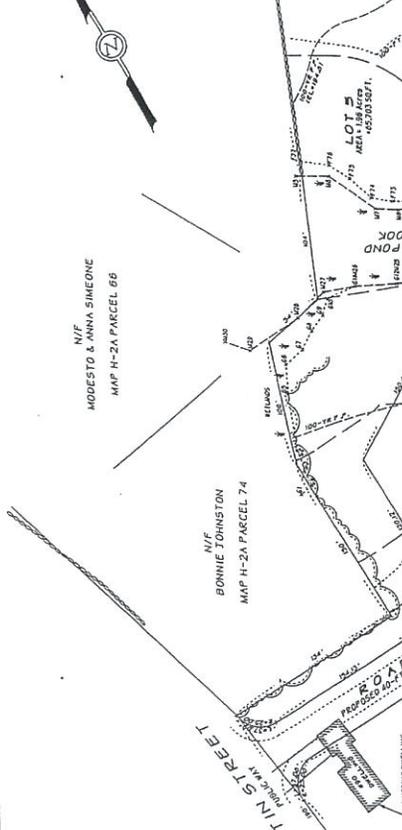
NOTE
 PROPERTY BOUNDARIES SHOWN ARE COMPILED FROM RECORD DATA OBTAINED FROM TOWN RECORDS AND MIDDLESEX SOUTH DISTRICT RECORDS. UNDEVELOPED BOUNDARIES SHOWN ARE NOT THE RESULT OF A PROPERTY BOUNDARY SURVEY.

LOCUS PARCEL DATA
 2-55-00000 MAP H-2A PARCEL 02
 RECORD OWNER: SIMONE IRREVOCABLE TRUST
 90 MARTIN STREET
 ASSESSORS MAP H-2A PARCEL 09
 RECORD OWNER: FRANCIS & MARTY ANN CAQUETTE
 ZONING DISTRICT RESIDENCE B-1
 DEED AND PLAN REFERENCE
 MIDDLESEX SOUTH DISTRICT REGISTRY OF DEEDS
 DEED BOOK 31083 PAGE 229
 MAP NO. 277 OF 1992

AREA
 TOTAL SITE AREA = 19.7 ACRES

MUNICIPAL NOTES
 PUBLIC UTILITIES & SEWER
 GAS (ELECTRIC)
 VERIZON (TELEPHONE & INTERNET)
 COMCAST (CABLE TV & INTERNET)

CONCEPTUAL SUBDIVISION PLAN
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 STOW STREET & MARTIN STREET
 ACTON, MASSACHUSETTS
 PREPARED FOR:
 MARY ANN CAQUETTE
 10 STOW STREET
 ACTON, MASSACHUSETTS 01720
 DATE: SEPTEMBER 24, 2009
 SCALE: 1 INCH = 50 FEET
 www.foresite.com



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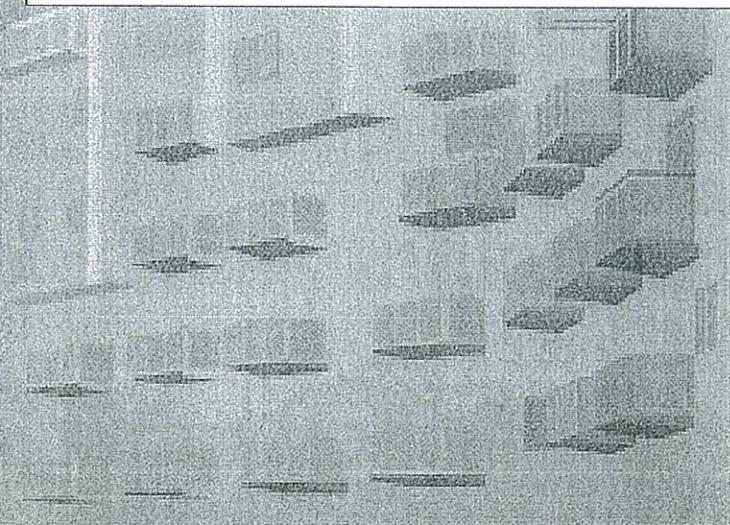
DEVELOPER RATE SURVEY



RealtyRates.com

Developer Survey

4th Quarter 2009



 RealtyRates.com - Developer Survey TM

Welcome to the 4th Quarter, 2009 edition (3rd Quarter 2009 data) of the RealtyRates.comTM *Developer Survey*.

The *Developer Survey* tracks actual and pro-forma discount rates on 22 sell-out property types including residential subdivisions and PUDs, business and industrial parks, and residential and commercial/industrial condominiums and co-ops. The data is presented on both a national and regional basis and covers all 50 states as well as Puerto Rico, Guam and the U.S. Virgin Islands.

The *Developer Survey* represents a polling of 366 commercial appraisers (8%), lenders (26%), and local, regional and national developers (66%). The bulk of the data is comprised of individual tables for each region that include surveyed actual (historical) and pro-forma (forward looking) minimum, maximum and average discount rates for each property type. In the case of subdivisions and PUDs, rates incorporate developer's profit, while condominium and co-op rates do not.

RealtyRates.comTM is the Trade Name and a Trademark of Robert G. Watts & Co. (RGW). Founded in Honolulu, Hawaii as Pacific Research Company and now headquartered in Bradenton, Florida, RGW has provided professional analytical, advisory and development management services to investors, property owners, major corporations, lenders and government agencies worldwide since 1973.

We hope you find the *Developer Survey* useful and informative.



Robert Watts

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Market Commentary

RealtyRates.com™ Developer Survey Reports Discount Rate Increases For All Sell-Out Property Types During 3rd Quarter 2009

Reflecting the continuing turmoil in both residential and commercial property market fundamentals, average discount rates for all sell-out property types increased during the 3rd Quarter of 2009.

Overall, Residential Subdivision and PUD Rates increased an average 39 basis points during the 2nd Quarter, while Business and Industrial Park rates decreased an average 38 basis points during the same period. Also during the same period, Residential Condominium and Co-Op rates increased 50 basis points, while Commercial/Industrial Condominium rates increased 48 basis points.

Once again, actual discount rates continued to exceed pro-forma rates with regard to all sell-out property types across all markets, although the margin between the two tightened somewhat during the 2nd Quarter of 2009.

RealtyRates.com DEVELOPER SURVEY - 4th Quarter 2009*						
Average Comparative (Quarter-Over-Quarter) National Rates						
Subdivisions & PUDs	Actual Rates			Pro-Forma Rates		
	3Q09	2Q09	BP Change	3Q09	2Q09	BP Change
Site-Built Residential	33.74%	33.35%	0.40%	33.07%	32.68%	0.39%
-100 Units	29.90%	29.54%	0.36%	29.30%	28.94%	0.35%
100-500 Units	32.45%	32.06%	0.39%	31.15%	30.78%	0.37%
500+ Units	33.80%	33.39%	0.40%	31.77%	31.39%	0.38%
Mixed Use	34.18%	33.77%	0.41%	31.45%	31.07%	0.37%
Manufactured Housing	33.58%	33.18%	0.39%	32.90%	32.52%	0.38%
-100 Units	29.97%	29.61%	0.36%	29.37%	29.02%	0.35%
100-500 Units	32.52%	32.14%	0.38%	31.22%	30.85%	0.37%
500+ Units	33.87%	33.47%	0.40%	31.84%	31.47%	0.37%
Business Parks	33.55%	33.16%	0.39%	32.88%	32.49%	0.38%
-100 Acres	29.94%	29.58%	0.36%	29.34%	28.99%	0.35%
100-500 Acres	32.49%	32.11%	0.38%	31.19%	30.82%	0.37%
500+ Acres	33.84%	33.44%	0.40%	31.81%	31.44%	0.37%
Industrial Parks	33.43%	33.04%	0.39%	32.09%	31.72%	0.37%
-100 Acres	29.84%	29.48%	0.36%	29.24%	28.89%	0.35%
100-500 Acres	32.38%	32.00%	0.38%	31.08%	30.72%	0.37%
500+ Acres	33.72%	33.33%	0.40%	33.05%	32.66%	0.39%
Condominiums & Co-Ops						
	Actual Rates			Pro-Forma Rates		
	3Q09	2Q09	BP Change	3Q09	2Q09	BP Change
Primary Residential	23.01%	22.48%	0.52%	22.03%	21.55%	0.48%
Hi-Rise/Urban Townhouse	23.27%	22.76%	0.51%	22.34%	21.85%	0.49%
Garden/Suburban Townhou:	21.74%	21.21%	0.53%	20.87%	20.36%	0.51%
Mixed Use	22.54%	22.04%	0.50%	21.42%	20.95%	0.47%
Resort & Second Home	24.71%	24.21%	0.50%	24.22%	23.72%	0.49%
Hi-Rise	25.26%	24.75%	0.51%	24.25%	23.76%	0.49%
Garden/Townhouse	22.17%	21.67%	0.50%	21.29%	20.80%	0.48%
Commercial/Industrial	21.09%	20.60%	0.49%	20.24%	19.77%	0.47%
Urban Office	20.61%	20.11%	0.50%	19.78%	19.31%	0.48%
Suburban Office	20.16%	19.65%	0.51%	19.36%	18.86%	0.49%
Retail	21.24%	20.76%	0.48%	20.39%	19.93%	0.46%
Industrial	20.47%	19.97%	0.50%	19.65%	19.17%	0.48%

*3rd Quarter Data

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National Sell-Out Property Discount Rates

Subdivisions and PUDs

The following summarizes discount rates for conventionally financed (interest-only interim or construction financing) subdivisions and planned unit developments (PUDs) nationwide. Actual Rates are historical rates achieved by survey respondents, while Pro-Forma Rates reflect forward-looking revenue and expenses. Developer's profit is not treated as a line item expense.

RealtyRates.com DEVELOPER SURVEY - 4th Quarter 2009*						
National - Subdivisions & PUDs						
	Actual Rates			Pro-Forma Rates		
	Min	Max	Avg	Min	Max	Avg
Site-Built Residential	12.18%	58.12%	33.74%	11.70%	55.79%	33.07%
-100 Units	12.18%	50.10%	29.90%	11.70%	48.10%	29.30%
100-500 Units	12.49%	55.11%	32.45%	11.99%	52.91%	31.15%
500+ Units	12.79%	57.61%	33.80%	12.28%	55.31%	31.77%
Mixed Use	13.10%	58.12%	34.18%	12.57%	55.79%	31.45%
Manufactured Housing	12.33%	57.61%	33.58%	11.84%	55.31%	32.90%
-100 Units	12.33%	50.10%	29.97%	11.84%	48.10%	29.37%
100-500 Units	12.64%	55.11%	32.52%	12.14%	52.91%	31.22%
500+ Units	12.95%	57.61%	33.87%	12.43%	55.31%	31.84%
Business Parks	12.25%	57.63%	33.55%	11.76%	55.33%	32.88%
-100 Acres	12.25%	50.12%	29.94%	11.76%	48.11%	29.34%
100-500 Acres	12.56%	55.13%	32.49%	12.06%	52.92%	31.19%
500+ Acres	12.87%	57.63%	33.84%	12.35%	55.33%	31.81%
Industrial Parks	12.35%	57.43%	33.43%	11.86%	55.13%	32.09%
-100 Acres	12.35%	49.94%	29.84%	11.86%	47.94%	29.24%
100-500 Acres	12.66%	54.94%	32.38%	12.15%	52.74%	31.08%
500+ Acres	12.97%	57.43%	33.72%	12.45%	55.13%	33.05%

*3rd Quarter 2009 Data

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Condominiums and Co-Ops

The following summarizes discount rates for conventionally financed condominium and co-op projects nationwide. Actual Rates are historical rates achieved by survey respondents, while Pro-Forma Rates reflect forward-looking revenue and expenses and developer's profit is treated as a line item expense.

RealtyRates.com DEVELOPER SURVEY - 4th Quarter 2009*						
National - Condominiums & Co-Ops						
	Actual Rates			Pro-Forma Rates		
	Min	Max	Avg	Min	Max	Avg
Primary Residential	11.30%	35.65%	23.01%	10.74%	34.22%	22.03%
Hi-Rise/Urban Townhouse	11.83%	35.65%	23.27%	11.36%	34.22%	22.34%
Garden/Suburban Townhouse	11.30%	33.99%	21.74%	10.85%	32.63%	20.87%
Mixed Use	11.67%	35.29%	22.54%	10.74%	33.88%	21.42%
Resort & Second Home	12.65%	38.83%	24.71%	12.14%	37.27%	24.22%
Hi-Rise	12.72%	38.83%	25.26%	12.21%	37.27%	24.25%
Garden/Townhouse	12.65%	33.54%	22.17%	12.14%	32.20%	21.29%
Commercial/Industrial	10.27%	33.66%	21.09%	9.86%	32.31%	20.24%
Urban Office	10.38%	31.68%	20.61%	9.97%	30.41%	19.78%
Suburban Office	10.27%	31.73%	20.16%	9.86%	30.46%	19.36%
Retail	10.58%	33.66%	21.24%	10.16%	32.31%	20.39%
Industrial	10.32%	32.34%	20.47%	9.90%	31.04%	19.65%

*3rd Quarter 2009 Data

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Financial Indicators

Relevant financial indicators, many of which are utilized as indices for the pricing of various mortgage products, are summarized on the following table.

RealtyRates.com™ - Investor & Developer Surveys					
FINANCIAL INDICATORS					
	Aug-09	May-09	Quarterly Change (BP)	Aug-08	Yearly Change (BP)
Effective Fed Funds Rate					
	0.16%	0.18%	-2	2.00%	-184
Prime Rate					
	3.25%	3.25%	0	5.00%	-175
Commercial Paper (Financial)					
1-Month	0.21%	0.29%	-8	2.39%	-218
2-Month	0.23%	0.40%	-17	2.54%	-231
3-Month	0.29%	0.37%	-8	2.76%	-247
CD Rates (Secondary Market)					
1-Month	0.25%	0.30%	-5	2.46%	-221
3-Month	0.30%	0.57%	-27	2.79%	-249
6-Month	0.44%	1.04%	-60	3.11%	-267
LIBOR					
1-Month	0.27%	0.34%	-7	2.47%	-220
3-Month	0.42%	0.82%	-40	2.81%	-238
6-Month	0.84%	1.36%	-52	3.11%	-227
1-Year	1.42%	1.68%	-26	3.24%	-181
Treasury Bills (Secondary Market)					
4-Week	0.12%	0.14%	-2	1.65%	-153
3-Month	0.17%	0.18%	-1	1.72%	-155
6-Month	0.26%	0.30%	-4	1.92%	-166
1-Year	0.44%	0.48%	-4	2.11%	-167
Treasury Yields Constant Maturity					
1-Month	0.12%	0.14%	-2	1.68%	-156
3-Month	0.17%	0.18%	-1	1.75%	-158
6-Month	0.27%	0.30%	-3	1.97%	-170
1-Year	0.46%	0.50%	-4	2.18%	-172
2-Year	1.12%	0.93%	19	2.42%	-130
3-Year	1.65%	1.39%	26	2.70%	-105
5-Year	2.57%	2.13%	44	3.14%	-57
7-Year	3.21%	2.81%	40	3.46%	-25
10-Year	3.59%	3.29%	30	3.89%	-30
20-Year	4.33%	4.22%	11	4.53%	-20
30-Year	4.37%	4.23%	14	4.50%	-13
Conventional Fixed Rate Home Mortgage					
30-Year	5.19%	4.86%	33	6.48%	-129
Moody's Seasoned Corporate Bonds					
Aaa	5.26%	5.54%	-28	5.64%	-38
Baa	6.58%	8.06%	-148	7.15%	-57

Source: Federal Reserve; British Bankers' Association

Interim Financing

The following interim (construction) financing rates and terms for conventionally financed subdivisions and planned unit developments (PUDs) and residential and commercial/industrial condominiums and co-ops nationwide.

RealtyRates.com DEVELOPER SURVEY - 4th Quarter 2009*							
Interim (Construction) Financing							
PROPERTY TYPE	SPREAD OVER BASE (Prime)	INTEREST RATE	LOAN FEES	LOAN-TO-VALUE RATIO	LOAN-TO-COST RATIO	LOAN TERM (Mos.)	AMORTIZATION
Residential Subdivisions & PUDs							
Minimum	1.20%	4.45%	1.00%	50.0%	70.0%	12.0	Interest Only
Maximum	8.32%	11.57%	4.00%	100.0%	100.0%	60.0	Interest Only
Average	4.48%	7.73%	2.22%	74%	84%	40.8	Interest Only
Commercial/Industrial Subdivisions & PUDs							
Minimum	1.00%	4.25%	2.00%	60.0%	70.0%	12.0	Interest Only
Maximum	8.05%	11.30%	4.50%	90.0%	100.0%	36.0	Interest Only
Average	4.25%	7.50%	2.97%	74%	84%	26.4	Interest Only
Residential Condominiums & Co-Ops							
Minimum	1.30%	4.55%	2.00%	65.0%	70.0%	12.0	Interest Only
Maximum	9.25%	12.50%	4.50%	80.0%	100.0%	36.0	Interest Only
Average	5.00%	8.25%	2.97%	72%	84%	26.4	Interest Only
Commercial/Industrial Condominiums							
Minimum	1.60%	4.85%	2.00%	60.0%	70.0%	12.0	Interest Only
Maximum	8.55%	11.80%	4.50%	80.0%	100.0%	24.0	Interest Only
Average	4.80%	8.05%	2.97%	69%	84%	19.2	Interest Only

*3rd Quarter 2009 Data

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Regional Discount Rates

The following tables summarize discount rates for, conventionally financed (interest-only interim or construction financing) subdivisions and planned unit developments (PUDs) and condominium and co-op projects. Actual Rates are historical rates achieved by survey respondents, while Pro-Forma Rates reflect forward-looking revenue and development cost. Subdivision and PUD rates do include provision for developer's profit, i.e., profit is not treated as a line item expense, while condominium and co-op rates do not, i.e., profit is treated as a line item expense.

Data presented in the *Developer Survey* is provided by 362 commercial appraisers (4%), lenders (52%), and local, regional and national developers (44%).

New England - CT, MA, ME, NH, RI, VT

RealtyRates.com DEVELOPER SURVEY - 4th Quarter 2009*						
New England - Subdivisions & PUDs						
	Actual Rates			Pro-Forma Rates		
	Min	Max	Avg	Min	Max	Avg
Site-Built Residential	16.65%	44.41%	28.23%	12.38%	32.03%	20.65%
-100 Units	16.65%	38.29%	26.92%	12.38%	29.07%	20.31%
100-500 Units	17.07%	42.12%	28.41%	12.42%	31.31%	20.99%
500+ Units	17.49%	44.03%	28.91%	12.45%	32.03%	20.91%
Mixed Use	17.90%	44.41%	28.67%	12.74%	31.61%	20.40%
Manufactured Housing	16.86%	44.03%	28.18%	12.57%	32.03%	20.83%
-100 Units	16.86%	38.29%	27.02%	12.67%	29.07%	20.45%
100-500 Units	17.28%	42.12%	28.51%	12.57%	31.31%	21.06%
500+ Units	17.70%	44.03%	29.01%	12.60%	32.03%	20.98%
Business Parks	16.75%	44.04%	28.14%	12.45%	32.04%	20.77%
-100 Acres	16.75%	38.30%	26.97%	12.45%	29.08%	20.35%
100-500 Acres	17.17%	42.13%	28.46%	12.49%	31.32%	21.03%
500+ Acres	17.59%	44.04%	28.97%	12.52%	32.04%	20.95%
Industrial Parks	16.89%	43.89%	28.13%	12.55%	31.93%	20.77%
-100 Acres	16.89%	38.17%	26.97%	12.55%	28.98%	20.35%
100-500 Acres	17.31%	41.98%	28.46%	12.59%	31.21%	21.02%
500+ Acres	17.73%	43.89%	28.96%	12.62%	31.93%	20.94%

*3rd Quarter 2009 Data

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RealtyRates.com DEVELOPER SURVEY - 4th Quarter 2009*						
New England - Condominiums & Co-Ops						
	Actual Rates			Pro-Forma Rates		
	Min	Max	Avg	Min	Max	Avg
Primary Residential	15.45%	27.24%	20.59%	11.24%	25.89%	16.75%
Hi-Rise/Urban Townhouse	16.18%	27.24%	21.28%	11.77%	20.68%	15.90%
Garden/Suburban Townhouse	15.45%	25.97%	19.88%	11.24%	19.72%	14.86%
Mixed Use	15.96%	26.97%	20.60%	14.68%	25.89%	19.47%
Resort & Second Home	17.29%	29.67%	21.83%	12.58%	22.53%	16.31%
Hi-Rise	17.39%	29.67%	23.06%	12.65%	22.53%	17.24%
Garden/Townhouse	17.29%	25.63%	20.61%	12.58%	19.46%	15.38%
Commercial/Industrial	14.04%	25.72%	18.78%	10.22%	19.53%	14.04%
Urban Office	14.19%	24.21%	18.82%	10.32%	18.38%	14.06%
Suburban Office	14.04%	24.25%	18.38%	10.22%	18.41%	13.74%
Retail	14.47%	25.72%	19.29%	10.53%	19.53%	14.43%
Industrial	14.10%	24.71%	18.63%	10.26%	18.76%	13.93%

*3rd Quarter 2009 Data

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General Information

The RealtyRates.com™ *Developer Survey* represents one of the most comprehensive data sets of investment activity compiled for the commercial real estate industry. While no information in this highly fragmented industry is perfect or all encompassing, RealtyRates.com has established rigid data collection and classification methodology including sourcing requirements and detailed procedures to ensure the integrity and timeliness of our information.

Survey Scope

The RealtyRates.com™ *Developer Survey* summarizes discount rates for conventionally financed subdivisions and planned unit developments (PUDs) and residential and commercial condominiums and co-ops nationwide. The data is distributed amongst 13 regions encompassing all 50 states as well as Puerto Rico, Guam, and the U.S. Virgin Islands.

Data Sources

Data presented in the *Developer Survey* is provided by 366 commercial appraisers (4%), lenders (52%), and local, regional and national developers (44%).

Terms of Use

RealtyRates.com™ is the Trade Name and a Trademark of Robert G. Watts & Co. (RGW). Founded in Honolulu, Hawaii as Pacific Research Company and now headquartered in Bradenton, Florida, RGW has provided professional analytical, advisory and development management services to investors, property owners, major corporations, lenders and government agencies worldwide since 1973.

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Glossary

Amortization: Years required at the specified interest rate to pay off the entire mortgage, including principal and interest, with a level payment.

Band of Investment Technique: A method of calculating the Overall Capitalization Rate via a weighted average of Mortgage and Equity requirements. Calculated as:

$$(LTV \times \text{Mortgage Constant}) + (\text{Equity-to-Value Ratio} \times \text{Equity Dividend Rate}) = \text{OAR}$$

Debt Coverage Ratio (DCR): Ratio of annual mortgage payment, including interest and principal, to NOI. Generally established by the lender.

Debt Coverage Ratio Technique: A method of calculating the Overall Capitalization Rate (OAR) based on the Debt Coverage Ratio (DCR):

$$\text{DCR} \times \text{LTV} \times \text{Mortgage Constant} = \text{OAR}.$$

Discount Rate: An annual competitive rate of return on total invested capital necessary to compensate the investor for the risks inherent in a particular investment. A yield rate used to convert future payments or receipts into present value.

Equity Component: Property value less mortgage component.

Equity Dividend: The dollar return to the equity component:

$$\text{Net Operating Income} - \text{Debt Service} = \text{Equity Dividend}$$

Equity Dividend Rate: Rate of return to the equity component:

$$\text{NOI} - \text{Debt Service} = \text{Equity Dividend} / \text{Equity Investment} = \text{Equity Dividend Rate}$$

Interest Rate: Calculated as 10-Year Treasury Rate + Spread Over Base

Mortgage Constant: A factor, which when applied to the total mortgage, results in the periodic payment necessary to fully amortize a loan at the specified interest rate and amortization period. Mortgage constants may be expressed as annual or monthly.

Net Operating Income (NOI): Income net of all operating costs including vacancy and collection loss and reserve for repairs and replacements but not including debt service.

Overall Capitalization Rate (OAR): Ratio of Net Operating Income to property value or sales price.

Spread Over Base: Difference between a specified index and the mortgage interest rate. Most common indices are US Treasury Bonds, Prime Interest Rate and London Interbank Offering Rate LIBOR).

DEFINITIONS
AND
ASSUMPTIONS

APPRAISAL LEXICON

MARKET VALUE

"The most probable price, which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is consummation of a sale as of a specified date and passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are motivated;
2. Both parties are well informed or well advised and each acting in what he considers his own best interest;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars, or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing, or sales concessions granted by anyone associated with the sale." (1)

FEE SIMPLE ESTATE

Absolute ownership unencumbered by another interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat. (2)

HIGHEST AND BEST USE

The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility and maximum profitability. (3)

LEASED FEE ESTATE

An ownership interest held by a landlord with the rights of use and occupancy conveyed by lease to others. The rights of the Lessor (the leased fee owner) and the leased fee are specified by contract terms contained within the lease. (4)

MARKETING PERIOD

The time it takes an interest in real property to sell on the market subsequent to the date of an appraisal. (5)

MARKET RENT

The rental income that a property would most probably command in the open market; indicated by the current rents paid and asked for comparable space as of the date of the appraisal. (6)

(1) FIRREA 12 CFR Part 323.2.

(2) The Dictionary of Real Estate Appraisal, Appraisal Institute, 2002, Fourth Edition - Page 113.

(3) Ibid. - 135.

(4) Ibid. - 161.

(5) Ibid. - 175.

(6) Ibid. - 176.

ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal report has been made with the following general assumptions:

1. This is a Summary Appraisal Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2b of the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report. As such, it might not include full discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraisers file. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraisers are not responsible for the unauthorized use of this report.
2. No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.
3. The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.
4. Responsible ownership and competent property management are assumed.
5. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
6. All engineering is assumed to be correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
7. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
8. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined, and considered in the appraisal report.
9. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in the appraisal report.

10. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
11. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.

This appraisal report has been made with the following general limiting conditions:

1. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocation of land and building must not be used in conjunction with any other appraisal and are invalid if used.
2. Possession of this report, or a copy thereof, does not carry with it the right of publication.
3. The appraiser, by reason of this appraisal, is not required to give further consultation, testimony, or be attendance in court with reference to the property in question unless arrangements have been previously made.
4. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser.
5. Any value estimates provided in the report apply to the entire property, and any proration or division of the total into fractional interests will invalidate the value estimate, unless such proration or division of interests has been set forth in the report.
6. The forecasts, projections, or operating estimates contained herein are based upon current market conditions, anticipated short-term supply and demand factors, and a continued stable economy. These forecasts are, therefore, subject to changes in future conditions.

QUALIFICATIONS

**QUALIFICATIONS OF JONATHAN H. AVERY
REAL ESTATE APPRAISER AND CONSULTANT**

EDUCATION

- BBA University of Massachusetts, Amherst, Massachusetts
- Graduate of Realtors Institute of Massachusetts - GRI
- American Institute of Real Estate Appraisers
 - Course 1-A Basic Appraisal Principles, Methods and Techniques
 - Course 1A-B Capitalization Theory and Techniques
 - Course 2 Basic Appraisal of Urban Properties
 - Course 6 Real Estate Investment Analysis
 - Course 410/420 Standards of Professional Practice

PROFESSIONAL AND TRADE AFFILIATIONS

- The Counselors of Real Estate
 - 1985 - CRE Designation #999
 - 1993 - Chairman, New England Chapter
 - 1995 - National Vice President
 - 1999 - National President
- Appraisal Institute
 - 1982 - Member Appraisal Institute - MAI Designation #6162
 - 1975 - Residential Member - RM Designation #872
 - 1977 - Senior Residential Appraiser - SRA Designation
 - 1981 - Senior Real Property Appraiser - SRPA Designation
 - 1986-1987 - President, Eastern Massachusetts Chapter
 - 1992 - President, Greater Boston Chapter
 - 1995 - Chair, Appraisal Standards Council
 - 1996-1998 - Vice Chair, Appraisal Standards Council
- Massachusetts Board of Real Estate Appraisers
 - 1972 - MRA Designation
 - 1981 - President of the Board
- Royal Institution of Chartered Surveyors
 - 2005 - FRICS Designation
- Affiliate Member, Greater Boston Real Estate Board
- Licensed Real Estate Broker - Massachusetts 1969
- Massachusetts Certified General Real Estate Appraiser #26
- New Hampshire Certified General Real Estate Appraiser #NHGC-241

BUSINESS EXPERIENCE

Mr. Avery is Principal of the firm of Avery Associates located in Acton, Massachusetts. Avery Associates is involved in a variety of real estate appraisal and consulting activities including: market value estimates, marketability studies, feasibility studies, and general advice and guidance on real estate matters to public, private and corporate clients. Mr. Avery has served as arbitrator and counselor in a variety of proceedings and negotiations involving real estate. During 1993, he served as an appraisal consultant for the Eastern European Real Property Foundation in Poland. He has been actively engaged in the real estate business since 1967 and established Avery Associates in 1979. Prior to his present affiliation, Mr. Avery served in the following capacities:

1978-1979	Managing Partner, Avery and Tetreault, Real Estate Appraisers and Consultants
1975 -1978	Chief Appraiser, Home Federal Savings and Loan Association Worcester, Massachusetts
1972-1975	Staff Appraiser, Northeast Federal Saving and Loan Association Watertown, Massachusetts
1971-1972	Real Estate Broker, A. H. Tetreault, Inc. Lincoln, Massachusetts

TEACHING EXPERIENCE

- Instructor, Bentley College, Continuing Education Division, 1976-1982;
Appraisal Methods and Techniques
Computer Applications for Real Estate Appraisal
- Approved Instructor Appraisal Institute - since 1982
- Chapter Education Chairman 1986-1987
- Seminar Instructor; Massachusetts Board of Real Estate Appraisers since 1981
- Certified Appraisal Standards Instructor-Appraiser Qualifications Board

PROFESSIONAL EXPERIENCE

Qualified expert witness; Middlesex County District Court and Superior Court, Essex County Superior Court, Norfolk County Superior Court, Worcester County Probate Court, Federal Tax Court, Federal Bankruptcy Court, Appellate Tax Board of Massachusetts and Land Court of Massachusetts. Member, Panel of Arbitrators - American Arbitration Association, National Association of Securities Dealers Regulation, Counselors of Real Estate ADR.

Property Assignments Include:

Land (Single Lots and Subdivisions)	Historic Renovations
One to Four Family Dwellings	Movie Theater
Apartments	Conservation Easements
Residential Condominiums	Hotels and Motels
Office Buildings	Shopping Centers
Restaurants	Golf Courses
Industrial Buildings	Churches
Racquet Club	Gasoline Service Stations
Petroleum Fuel Storage Facility	Farms
Lumber Yard	Office Condominiums
School Buildings	Automobile Dealerships

BUSINESS ADDRESS

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Fax: 978-635-9435
jon@averyandassociates.com

AVERY ASSOCIATES
REPRESENTATIVE LIST OF CLIENTS

FINANCIAL INSTITUTIONS

Beverly National Bank
Brookline Savings Bank
Cambridge Savings Bank
Century Bank & Trust
Citizens Financial Group
Danversbank
Eastern Bank & Trust
Enterprise Bank & Trust
First Pioneer Farm Credit
Marlborough Savings Bank
Medford Savings Bank
Medford Savings Bank
Middlesex Savings Bank
North Middlesex Savings
Norwood Cooperative Bank
Salem Five Cent Savings Bank
Southern New Hampshire B&T
TD BankNorth Group
Webster Bank

PUBLIC SECTOR/NONPROFIT

Acton Housing Authority
City of Gloucester
Emerson Hospital
Federal Deposit Insurance Corp.
Harvard Conservation Commission
Massachusetts Highway Dept.
Massachusetts Water Resources Authority
Mass. Div. of Conservation/Recreation
MassHousing
Stow Planning Board
Sudbury Valley Trustees
The Nature Conservancy
The Trust for Public Land
Town of Acton
Town of Cohasset
Town of Natick
Town of Concord
Trustees of Reservations
U.S. Forest Service
Walden Woods Project
Water Supply District of Acton

CORPORATIONS

Boston Golf Club, Inc.
Boston Medflight
Bovenzi, Inc
Column Financial
Concord Lumber Corporation
Dow Chemical Company
Exxon Mobil Company
Fidelity Real Estate
MassDevelopment
Monsanto Chemical
PriceWaterhouseCoopers
Robert M. Hicks, Inc.
Ryan Development
Sun Life Assurance Company
Toyota Financial Services
U.S. Postal Service
VeryFine Corporation
Westinghouse Broadcasting

LAW FIRMS & FIDUCIARIES

Anderson & Kreiger LLP
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Choate, Hall & Stewart
Esdaile, Barrett & Esdaile
Foley Hoag, LLP
Hemenway & Barnes
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Kirkpatrick Lockhart Nicholson Graham
Kopelman & Paige, P.C.
Lee & Levine. LLP
Loring, Wolcott & Coolidge
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Nutter, McClennen & Fish, LLP
Office of Stephen Small
Palmer & Dodge
Peabody & Arnold, LLP
Rackemann, Sawyer & Brewster
Riemer & Braunstein, LLP
Rope & Gray
Stern, Shapiro, Weissberg & Garin
WilmerHale