



Special Permit Age Restricted Development

Dean Lane age restricted units will be marketed through Berkshire Hathaway HomeServices located at 442 King Street, Littleton, Ma. In addition to an on site construction office. The agents will be the Field Team and the broker is Matthew Field. The market price is \$449,000.00 for the attached plans.

Field Development is anticipating starting the project in March of 2017. Field Development has hired a road contractor that will be responsible for the entire roadway, sidewalks, water, electricity and curb cuts to include on site sewer lines. Field Development has a schedule of three months start to finish with roadway and utility and sewer to include binder coat. The finish coat will be done when project is complete. Field Development will be responsible of the on site septic system and all aspects of construction on each unit. We will have the site ready to connect to the septic system in the 3 month period.

There will be a home owners association for the Dean units of the age restricted that will be in place prior to the completion of the project. Field Development will be responsible for the plowing, shoveling of snow and mowing yards until 50% of the units are sold.

Owner Development team:

Owners: Matthew P. Field, 12 Blood Road, Littleton, MA 01460
Michael S. Field, 95 Matawanakee Trail, Littleton, MA 01460

Attorney: Jennifer Platt
Lynch, Brewer, Hoffman & Fink, LLP
75 Federal Street, 7th Floor, Boston, MA 02110

Engineering: Jonathan Markey, P.E.
Markey & Rubin, Inc.
360 Massachusetts Avenue, Suite 202, Acton, MA 01720



Wetlands Specialists: Scott Goddard, PWS
Goddard Consulting, LLL
291 Main Street, Suite B, Northboro, MA 01532

Marketing: Matthew P. Field, 12 Blood Road, Littleton, MA 01460
Sheila S. Field, 12 Blood Road, Littleton, MA 01460
Shannon Boeckelman, 48 Tahanto Trail, Harvard, MA 01450
Melissa M. Field, 13 Winged Cove Road, Littleton, MA 01460
Berkshire Hathaway HomeServices, 442 King Street, Littleton, MA 01460

Bank: Lowell Five Cents Savings Bank
34 John Street, Lowell, MA 01852

Our financial partners is Lowell Five Cents Savings Bank. We have a full commitment from the lender at this time. Our contact is Justin McCarthy, Vice President of Construction/Commercial lending, 978-441-6417.

The property owner of the age restricted site is On The Rail Farm Co. Inc. attached is a copy of our Purchase and Sales.

PURCHASE AND SALE AGREEMENT

From the Office of:

Lynch, Brewer, Hoffman & Fink, LLP
75 Federal Street, 7th Floor
Boston, MA 02110-1800

This 1st day of August, 2016.

1. PARTIES AND MAILING ADDRESSES
On the Rail Farm Co., Inc., hereinafter called SELLER, agrees to SELL, and Michael S. Field and Matthew P. Field, Trustees of M & M Realty Trust, hereinafter called the BUYER, agrees to BUY, upon the terms hereinafter set forth, the following described premises:
2. DESCRIPTION
The vacant land located off Goldsmith Street, in Littleton, Massachusetts, containing approximately 7.5 acres of land, more or less, and being a portion of the property shown on Littleton Assessors Maps as parcel U-11-61 and shown as Parcel B on the plan attached hereto as Exhibit A (the "premises"). For SELLER's title, see Book 43320, Page 285, recorded at Middlesex (South) County Registry of Deeds, and corrective deed recorded at Book 60279, Page 163, the premises being a portion thereof.
3. TITLE DEED
Said premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven (7) days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except
 - (a) Provisions of existing building and zoning laws;
 - (b) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
 - (c) Any liens or municipal betterments assessed after the Closing; and
 - (d) Easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with the Buyer's proposed use of said premises.
4. PLANS
SELLER shall deliver a plan with the deed showing the premises, such plan to be in form adequate for recording or registration.
5. PURCHASE PRICE
The agreed purchase price for said premises is Six Hundred Thousand and NO/100 DOLLARS (\$600,000.00), of which
 - \$ 100,000.00 has been paid as a deposit this day, which deposit has been paid directly to Seller and
 - \$ 500,000.00 is to be paid at the time of delivery of the deed by attorney's conveyancing check or wire transfer of available funds.
 - \$ 600,000.00 TOTAL**
6. TIME FOR PERFORMANCE; DELIVERY OF DEED
Such deed is to be delivered at 12:00 o'clock noon on the earlier of (i) the date 10 days after BUYER obtains all permits and approvals needed for BUYER's development of the premises and the abutting Couper Farm as hereinafter further described, or (ii) the 5th day of July, 2017, at the Middlesex South County Registry of Deeds, unless otherwise agreed upon in writing, or, at BUYER's election, at the office of legal counsel to BUYER or BUYER's mortgagee, provided that BUYER shall notify SELLER of such election at least 72 hours prior to the aforesaid time for delivery of the deed. All documents and funds are to be delivered in escrow to counsel pending prompt rundown of title and recording or registration. It is agreed that time is of the essence of this agreement.
7. POSSESSION AND CONDITION OF PREMISES
Full possession of said premises free of all tenants and occupants is to be delivered at the time of the delivery of the deed, said premises to be then (a) in the same condition as they now are, 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.
8. EXTENSION TO PERFECT TITLE OR MAKE PREMISES
If the SELLER shall be unable to give good 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 the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the premises conform to the provisions hereof, as

- CONFORM** 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 up to thirty days. The term "reasonable efforts" as used in this paragraph shall not be interpreted to obligate SELLER to expend more than a total of \$5,000.00 to perfect title or make the premises conform, except that SELLER shall (without regard to said \$5,000.00 limitation) prepare the plan referenced in Paragraph 4 and remove all mortgages, liens, attachments and other encumbrances which secure the payment of monetary debts contracted by SELLER.
9. **FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc.** If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession or make the premises conform, as the case may be, all as herein agreed, then 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.
10. **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 other than the payment of monetary liens, in which case the SELLER shall convey such title.
11. **ACCEPTANCE OF DEED** The acceptance and recording 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 or to expressly survive the delivery of said deed.
12. **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 for institutional mortgages within a reasonable time thereafter in accordance with standard local conveyancing practice.
13. **ADJUSTMENTS** Taxes for the then current fiscal year, shall be apportioned as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed. In the event any apportionment/adjustment pursuant to this paragraph are, within ninety (90) days subsequent to the Closing, found to be erroneous, then either Party hereto who is entitled to additional monies shall invoice (along with reasonably detailed back-up data) the other Party for such additional amounts as may be owing, and such amounts shall be paid, with good funds, within ten (10) days from the date of the invoice. The provisions of this Paragraph shall survive delivery of the Deed hereunder.
14. **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.
15. **DEPOSIT** All deposits made hereunder shall be non-refundable.
16. **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 which shall be SELLER's sole and exclusive remedy at law or in equity for any default(s) by the BUYER. The Parties acknowledge and agree that SELLER has no adequate remedy in the event of BUYER's default under this Agreement because it is impossible to compute exactly the damages which would accrue to SELLER in such event. Therefore, the Parties have taken these facts into account in setting the amount of the deposit hereunder and hereby agree that: (i) the deposit hereunder is the best estimate of such damages which would accrue to SELLER in the event of BUYER's default hereunder; and (ii) said deposit represents damages and not a penalty against BUYER.
17. **LIABILITY OF TRUSTEE,** If the SELLER or BUYER executes this agreement in a representative or fiduciary capacity, only the principal of the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor

SHAREHOLDER,
BENEFICIARY,
etc.

any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

18. BROKER

The BUYER and SELLER represent and warrant each to the other that they have not dealt with any real estate broker, sales person or finder in connection with this transaction. Each party agrees to defend and indemnify the other against any claim, liability, damage or expense asserted against or suffered by such other party arising out of the breach or inaccuracy of any of its representations, warranties and/or obligations under this Section.

19. NOTICE.

All notices authorized or required to be given hereunder shall be in writing and shall be deemed duly given when hand delivered receipt acknowledged, or the following day when sent by recognized overnight delivery service, or faxed or e-mailed effective when received during normal business hours (or, if received outside normal business hours, at 9:00 a.m. on the next business day), to the party or the party's attorney as listed below, or such other address or addresses as may from time to time be designated by either party by written notice to the other.

BUYER's Attorney: Jennifer C. Platt, Esq.
Lynch, Brewer, Hoffman & Fink, LLP
75 Federal Street, 7th Floor
Boston, Massachusetts 02110
TEL: (617) 951-0800; FAX: (617) 951-0811
E-MAIL: jplatt@lynchbrewer.com

SELLER: William D. Chisolm
390 Goodrich Street
Lunenburg, MA 01462
Email: chisolmkin@aol.com

SELLER'S Attorney: Robert W. Anctil, Esq.
Perkins & Anctil, P.C.
6 Lyberty Way, Suite 201
Westford, MA 01886
Email: Ranctil@perkinslawpc.com

20. AUTHORIZATION
TO SIGN
EXTENSIONS
AND
NOTICES/FAXED
SIGNATURES

In order to facilitate the execution and delivery of certain documents contemplated hereby, each of the undersigned hereby grants to his or her attorney the actual authority to execute and deliver on his or her behalf any (a) agreement modifying the time for the performance of any event hereunder, or (b) any notice that may be given under this Agreement, and the parties may rely upon the signature of such attorneys (including faxed signatures) unless they have actual knowledge that the party has disclaimed the authority granted herein to bind him or her. Signatures on this Agreement or any modification hereof shall be deemed valid and effective if submitted by facsimile or pdf. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

21. INSPECTION

BUYER at its sole cost and expense shall have the right to examine, inspect and investigate the premises. BUYER and BUYER's agents, employees, representatives, contractors, architects, engineers, consultants, appraisers, lenders and designers shall have reasonable access to the premises for the purpose of conducting appraisals, surveys, architectural, engineering, geotechnical and environmental inspections and tests, and any other inspections, studies or tests as BUYER, in its sole discretion, determines to conduct. SELLER shall remove the composting materials from the Premises prior to Closing, but shall not remove any loam or topsoil from the Premises.

22. PERMITS

Intentionally deleted.

23. DOCUMENTS TO
BE SIGNED AT
CLOSING

At the time of delivery of SELLER's deed, SELLER shall execute and deliver (a) an affidavit to any title insurance company insuring title to the premises and/or any lender granting mortgage financing to BUYER with respect to the premises stating that (i) there are no parties in possession of the premises, (ii) that no work has been done on the premises which would entitle anyone to claim a mechanic's or laborer's lien with respect to the premises, and (b) any other documents reasonably required by counsel to BUYER and

such lender and customary for transactions of this kind in the Boston area. SELLER shall deliver evidence of due corporate authority of SELLER and the authority of the persons executing documents on behalf of SELLER satisfactory to BUYER and BUYER's title company and a corporate good standing certificate at closing.

24. **ESCROW AGENT** So long as escrow agent serves in good faith, escrow agent shall not be liable to anyone for damages, losses or expenses arising out of this Agreement or any action or failure to act by the escrow agent hereunder, and BUYER and SELLER agree to jointly and severally hold escrow agent harmless from any such damages, losses or expenses, including reasonable attorney's fees. BUYER and SELLER acknowledge that escrow agent is counsel or agent to SELLER, and agree that escrow agent may continue to act as such counsel or agent notwithstanding any dispute or litigation arising with respect to the deposits or escrow agent's duties.
25. **NON-FOREIGN CERTIFICATION** SELLER represents and certifies that SELLER is not a nonresident alien for purposes of United States income taxation, or a foreign corporation, foreign partnership, foreign trust or foreign estate (as such terms are defined in the Internal Revenue Code, as amended, and any regulations promulgated thereunder). The parties hereto understand that this information, together with other information relating to the transactions herein described, may be disclosed to the Internal Revenue Service by attorneys representing the parties, in compliance with certain closing reporting requirements imposed by law (including, without limitation, the completion and filing of IRS Form 1099 S). The SELLER agrees to provide the BUYER with information, including taxpayer identification numbers, sufficient to enable BUYER's agent to complete form 1099-S or such other documentation as may be required under section 6045 of the Internal Revenue Code.
26. **ACCESS** SELLER hereby agrees that BUYER and BUYER's agents shall have the right of access to the premises for the purpose of conducting appraisals, surveys, architectural, engineering, geotechnical and environmental inspections and tests, and any other inspections, studies or tests as BUYER, in its sole discretion, determines to conduct.
27. **SELLER'S REPRESENTATIONS** SELLER makes the following representations and warranties, which shall be true, complete and accurate both as of the date hereof and as of the closing:
- A. that Seller (i) has never generated, stored or disposed of any hazardous substances on the premises, (ii) is not aware of the generation, storage or disposal of such substances on the premises by anyone else, and (iii) and that Seller is not aware of the release of oil on the premises by anyone;
 - B. that the premises are not located within a federal flood hazard area or a municipal flood plain zoning district;
 - C. that to the best of Seller's knowledge, there is no litigation or proceeding of any nature (and no investigations and/or orders from any state, federal or municipal agency) pending, filed or threatened against or relating to the premises;
 - D. that Seller has not received any written notice or written request from any insurance company, board of fire underwriters or governmental agency (including, without limitation, the municipal building department and the state Department of Environmental Protection) asserting any violation of law, any noncompliance with applicable codes or requesting the performance of any work or alterations to the premises, nor any written notice of condemnation or threatened condemnation proceedings affecting the premises or any assessments made or threatened with respect to the premises.
- It shall be a condition of BUYER's obligation to perform under this Agreement that all representations and warranties made by SELLER hereunder shall be true as of the time of Closing (subject to exceptions thereto approved by BUYER in writing, such approval to be in BUYER's sole discretion). SELLER will promptly notify BUYER of any material adverse change in facts which arise prior to the Closing which would make such representation and warranties untrue if such state of facts had existed on the date of execution of this Agreement ("SELLER Notice") and unless SELLER shall rectify the cause of such change by the original or extended time for Closing hereunder, BUYER shall have the option of canceling this Agreement by notifying the SELLER thereof in writing in which event all deposits made by the BUYER hereunder and this Agreement shall be null and void and without recourse to the Parties hereto.
28. **TITLE** Without limitation of any other provisions of this Agreement, said Premises shall not be considered to be

in compliance with the provisions of this Agreement with respect to title unless 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, on the American Land Title Association form currently in use, subject only to the exceptions permitted under Paragraph Four (4) of this Agreement and those printed exceptions to title normally included in the "jacket" to such form or policy.

If the Premises are affected by an Order of Conditions issued by the Conservation Commission for the Town or City in which the Premises are situated or by the Environmental Protection Agency, SELLER shall provide BUYER or lender's counsel with a Certificate of Compliance or Partial Release for said Order of Conditions prior to closing.

It is agreed that in the event of a title matter for which a title insurance company is willing to issue a so-called "clean" policy or provide "affirmative coverage" over a known defect or problem, Buyer may elect to accept same but shall not be required to do so, and shall have the right, at the option of their counsel, to deem title to the premises unacceptable or unmarketable and to terminate this Agreement.

29. APPLICABLE STANDARDS/ REBA

Any matter or practice arising under or relating to this Agreement which is the subject of a title, ethical or practice standard of the Real Estate Bar Association shall be governed by such standard to the extent applicable, unless otherwise provided for herein.

30. YEAR REFERENCES

All references to the "then current year" and like references with respect to real estate taxes payable for the premises shall be construed to mean the then current fiscal tax period within which such taxes are payable.

EXECUTED as a sealed instrument as of the date set forth above.

SELLER:
On the Rail Farm Co., Inc.,


By:
Wm David Christman

BUYER:

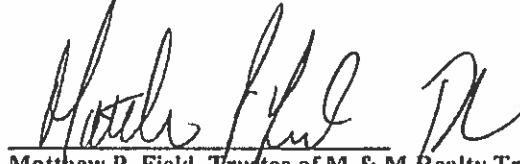

Matthew P. Field, Trustee of M & M Realty Trust

EXHIBIT A
[ATTACH PLAN OF PREMISES]