



## TOWN OF BOXBOROUGH NOTICE OF PUBLIC MEETING

BOARD/COMMITTEE: Conservation Commission

MEETING DATE: January 19, 2022

TIME: 7:30 PM

PLACE: Remote Meeting pursuant to Current Executive Order

**See instructions below.**

7:30 Call to Order

TOPICS EXPECTED TO BE DISCUSSED (AGENDA):

Review Minutes and Correspondence New Business

For review and approval:

Minutes: January 5, 2022

Committee Reports: Chairman's Reports (Reip)

Boxborough Conservation Trust (Koonce)

Best Meeting Practices (Reip / Nadwairski)

Community Preservation Committee (Reip)

Land Stewardship Committee (Hanover)

Water Resources Committee (Schmitt)

8:00 Discussion: 650 AND 674 Massachusetts Avenue

Enforcement Orders and Restoration Plans

Ongoing: 199 Middle Road EO

313 Mass Ave OOC compliance and COC status

343 Depot Road

498 Stow Road encroachment

1102 Massachusetts Ave. EO

650 and 674 Mass Ave Enforcement Order

Invasives Management

Calendar: Feb. 2, 2022 8:00 650 & 674 Mass Ave NOI Hearing (cont)

Feb. 16, 2022

Correspondence:

Email L. Stahlberg re: stewardship

P. Campbell re: 95 & 105 Sargent Rd

Join Zoom Meeting

<https://us02web.zoom.us/j/84714892658?pwd=SUJTRWJPK05UdXEweHdGek5QeG5Ldz09>

Meeting ID: 847 1489 2658





## TOWN OF BOXBOROUGH NOTICE OF PUBLIC MEETING Meeting Minutes

Conservation Commission  
January 5, 2022  
7:30 PM  
Zoom

Approved:

Members Present: Dennis Reip (Chair), Dave Follett, Steve Schmitt and Hoff Stuart; and Norm Hanover at 7:59 PM.

Members absent: David Koonce and Liz Markiewicz

Others: Becky Neville (Finance Committee liaison), Keith Lyons, Jeanne Kangas, Arden Veley, and Melissa MacGillvray

At 7:31 PM, Dennis called the meeting to order and noted this meeting is being conducted via Remote Participation, pursuant to the Governor's Executive Order due to the current outbreak of Covid-19.

Motion was made by Dennis, seconded by Hoff and voted unanimously to approve the minutes of Dec. 15, 2021 as revised. Dennis - yes, Dave - yes, Steve - yes, and Hoff - yes.

Motion was made by Dennis, seconded by Hoff and voted unanimously to approve the invoice payment of \$465.35 to Places Associates for services related to 313 Mass Ave.  
Dennis - yes, Dave - yes, Steve - yes, and Hoff - yes.

Motion was made by Dennis, seconded by Hoff and voted unanimously to approve the invoice payment of \$3,357.50 to Places Associates for services related to 650 & 674 Mass Ave.  
Dennis - yes, Dave - yes, Steve - yes, and Hoff - yes.

Dennis reviewed the necessity for the Emergency Order (EO) at Paddock Estates to remove the beaver dam. Motion was made by Dennis, seconded by Hoff and voted unanimously to approve the issuance of the Emergency Order at Paddock Estates.  
Dennis - yes, Dave - yes, Steve - yes, and Hoff - yes.

Discussion: Steele Farm trails

Jeanne Kangas, Arden Veley, and Melissa MacGillvray, Steele Farm Advisory Committee members, were present to discuss a new trail at Steele Farm. They discussed the details of the current plan for the new trail. It would be built in an area known as "White Pines Woods" that is adjacent to town-owned land and to private land. By connecting the new trail to existing trails, the need for a wetland crossing will be avoided; no action would be required by the Commission.

Notice of Intent Hearings 650 Massachusetts Avenue and 674 Massachusetts Ave.  
Dennis noted that Places Associates is reviewing materials.

Motion was made by Dennis, seconded by Hoff and voted unanimously to continue both hearings on February 2 at 8:00 PM.

Dennis - yes, Dave - yes, Steve – yes, and Hoff – yes.

Discussion: 650 and 674 Massachusetts Avenue Enforcement Orders and Restoration Plans

Dennis showed how new concrete blocks were added to prevent use of crossover road and to block access to a parking area located in a buffer area. The owner made a reasonable effort to block access with these additions.

Dave updated the Commission on his phone call with our Circuit Rider at the Massachusetts Department of Environmental Protection (DEP). DEP advised that restoration should be based on the 1990's as-built drawings. The Commission discussed their position on critical issues related to the restoration plan. The Commission will continue this discussion at their next meeting.

Correspondence

By email Johanna Choo inquired about conserving land. The Town Planner and Conservation Administrative Support staff will be meeting with Johanna to review her concerns and interests. This issue would only be within Commission jurisdiction if a particular parcel is near a wetlands area.

By email, Francie Nolde expressed support for the Smithsonian Study and native plantings to encourage birds. The Commission normally specifies native plantings in its actions.

By email, GPR requested confirmation of extension for Order of Conditions 113-554 at 1160 Liberty Square Road based on the Governor's State of Emergency 15 month tolling period which results in extension to April 3, 2023. No action needed.

Dennis and Becky Neville discussed funding needs for the Commission including funding of Recreation and Open Space Plan.

At 9:03 PM, motion was made by Dave Follet, seconded by Hoff and voted unanimously to adjourn. Dennis - yes, Dave - yes, Steve – yes, and Hoff - yes, Norm - yes.

Documents used during this meeting:

Agenda

Draft Minutes Dec. 15, 2021

Correspondence

Jan. 7, 2022

Conservation Commission  
Town of Boxborough

Hello all,

Several of my dog-walking friends have recently discovered the Hill Road entrance to Patch Hill. It's such a lovely access point, but I understand why more people don't know about it: there's absolutely no identification, and the parking is extremely unfriendly (see photo).



Is there a need for a land steward at this entrance to Patch Hill? I'd be happy to volunteer to post appropriate signage, make sure trail maps are available, and keep the entrance area cleared. Is there an application to fill out? Let me know. Thanks!

More important, I'd like to request that the town remove the ugly metal posts and heavy chain from the opening and make this an inviting trail head, with off-street parking! When we meet up here with other dog-walkers, we're often in the dangerous position of having to park on the road side, where it can be dangerous to unload our dogs. Hill Road is narrow, and cars seem to pick up speed along this section of the road.

I look forward to helping the town make these improvements.

Regards, Lynn

Lynn Stahlberg  
343 Sargent Road  
978-302-3768  
lynnstahlberg@verizon.net

ON  
**ACTON PUBLIC LANDS**

**PLEASE PRACTICE**

**LEAVE NO TRACE  
OUTDOOR ETHICS**



**PLAN AHEAD**



**STICK TO TRAILS**



**MANAGE YOUR PET**



**LEAVE WHAT YOU FIND**



**RESPECT OTHER VISITORS**



**TRASH YOUR TRASH**

ACTON NATURAL RESOURCES  
978-929-6634  
NR@ACTON-MA.GOV



## RULES AND REGULATIONS FOR ACTON CONSERVATION LAND

### RULES FOR LAND UNDER THE JURISDICTION OF THE CONSERVATION COMMISSION:

#### Visitors may NOT:

- Use motor vehicles or tools
- Hunt or trap
- Carry or drink alcohol
- Use fire
- Construct any blinds, tree stands or hunting structures
- Cut, break, remove, move, deface, defile, take or ill-use any fence or sign
- Cut or deface any trees, bushes, plants or flowers
- Construct any bridge or structure of any kind
- Engage in business, sell, offer goods, wares or brochures
- Construct a trail or dam
- Possess firearms or archery equipment
- Litter or dispose trash or debris, either natural or man-made
- Conduct league games

#### Visitors May:

- Visit lands from one hour before sunrise to one hour after sunset
- Follow Acton Animal Control Bylaw E24 and keep dogs "...under the complete and effective control...by means of a leash or otherwise."

#### Abandoned Private Property:

- Left unattended for three days will be presumed to be abandoned and may be disposed of.

#### Violations:

- May be enforced by the Police Chief, Police Officer, Conservation Administrator, or other agent allowed by law.
- Shall be subject to a fine of \$100.00 per violation. Each day of a continuing violation will be deemed to be a separate violation.

This is a shorter version of the complete rules and regulations. The complete version can be found at <http://actontrails.org/RegulationsFull.htm>

APPROVED BY THE ACTON CONSERVATION COMMISSION 2015



## HEATH HEN MEADOW CONSERVATION LAND

- The ACTON CONSERVATION COMMISSION established a LAND STEWARDSHIP COMMITTEE in 1996 for the purpose of maintaining and enhancing Acton's conservation lands.
- A STEWARD has been assigned to each of the mapped conservation lands to monitor maintenance needs and to identify projects for both the enhancement of public enjoyment and protection of vegetation and wildlife.
- YOU as a visitor to the HEATH HEN MEADOW CONSERVATION LAND can help achieve the committee's goals by observing the regulations governing the use of this land. Your help is requested reporting trail obstructions or other problems/violations.
- Please call Acton Natural Resources 978-929-6634 or email [lsc@acton-ma.gov](mailto:lsc@acton-ma.gov) to report problems, offer suggestions, volunteer or ask questions. Please remember "this land is your land" and treat it accordingly.
- TRAIL GUIDES to Acton's conservation lands are available for \$10 at Acton Town Hall, 472 Main Street.
- Please visit [www.actontrails.org](http://www.actontrails.org) for more information.



# INNAMORATI LAW & TITLE, LLC

---

138 Great Road, Unit 3  
Bedford, MA 01730  
Telephone (978)371-7001  
Fax (978)371-2111

BY CERTIFIED MAIL NO: \_\_\_\_\_

January 7, 2022

Mr. Dennis Reip, Chairman  
Town of Boxborough Conservation Commission  
Boxborough Town Hall  
29 Middle Road  
Boxborough, MA 01719

RECEIVED

JAN 11 2022

Conservation Commission  
Town of Boxborough

Dear Mr. Reip and Members of the Conservation Commission:

This office represents Phyllis E. Campbell, Trustee of the Phyllis E. Campbell Trust, udt October 8, 2021 of 10 Devon Drive #204, Acton, MA 01720 Ph (978)263-1610 who proposes to convey 2 parcels of land in Boxborough, MA to Rainbow Builders Corp of Carlisle, MA.

Notice is hereby given that Phyllis E. Campbell, Trustee of the Phyllis E. Campbell Trust, udt October 8, 2021 has received a bona fide offer to purchase and therefore intends to sell to Rainbow Builders Corp. certain land in Boxborough described as follows:

Parcel 1: land known as 95 Sargent Road Boxborough, MA consisting of an estimated 20.52 acres and identified as Parcel 11-005-000 on the Boxborough Assessor's card and described in a deed recorded in the Middlesex South District Registry of Deeds at Book 78879, Page 206.

Parcel 2: land known as 105 Sargent Road Boxborough, MA consisting of an estimated .83 acres and identified as Parcel 11-003-000 on the Boxborough Assessor's card and further described in a deed recorded in the Middlesex South District Registry of Deeds at Book 78879, Page 206.

The land is presently classified as Forestry land pursuant to Chapter 61 of the Massachusetts General Laws. The bona fide offer for the purchase of the above-referenced land is One Million Two Hundred Fifty Thousand Dollars (\$1,250,000.00). A certified copy of the Purchase and Sale Agreement is attached to this Notice of Intent as Exhibit A. Additionally, the Assessor's Maps are attached hereto as Exhibit B1 & 2.


This notice is given pursuant to Section 8 of Chapter 61 of the Massachusetts General Laws. Notice of like tenor has also been delivered to the Planning Board, Board of Assessors, Conservation Commission and the State Forester.

Boxborough Conservation Commission  
January 7, 2022  
Page 2

The parties will be appreciative of the expeditious disposition by the Town of Boxborough of its first refusal option rights, being mindful as well of the needs and convenience of the Town.

Thank you for your attention to this matter.

Warmest regards,



Jane K. Innamorati

Enclosures

I, Phyllis E. Campbell, Trustee of the Phyllis E. Campbell Trust, udt, October 8, 2021 hereby authorize and direct my attorney to deliver notice to the Town of Boxborough Select Board, Board of Assessors, Planning Board, Conservation Commission and the State Forester of my intent to remove the above-referenced property shown as Parcel 11-005-000 and Parcel 11-003-000 from forestry classification under Chapter 61 of the Massachusetts General Laws.

Signed this 10 day of January, 2022

Phyllis E. Campbell Trustee  
Phyllis E. Campbell, Trustee  
10 Devon Drive #204  
Acton, MA 01720  
(978)263-1610

**PURCHASE AND SALE AGREEMENT**

**1. PARTIES**

**Phyllis E. Campbell, Trustee of the Phyllis E Campbell Trust, udt dated October 8, 2021 of 10 Devon Drive #204 Acton, MA 01720** hereinafter called the **SELLER**, agrees to **SELL** and

**Rainbow Builders Corp.** hereinafter called the **BUYER**, agrees to **BUY**, upon the terms hereinafter set forth, the following described Premises:

**2. DESCRIPTION**

The land known as and 95 and 105 Sargent Road Boxborough, MA and as more particularly described in a deed recorded with the **Middlesex South Registry of Deeds in Book 78879, Page 206** consisting of approximately 21.35 acres.

**3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES**

This is vacant land

**4. TITLE DEED**

Said Premises are to be conveyed by a good and sufficient quitclaim deed running to the **BUYER**, or to the nominee designated by 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 the closing ; and
- e) Easements, restrictions and reservations of record so long as they do not materially interfere with the Town's approval of 5 ANR lots with approved septic systems.

**5. PURCHASE PRICE**

The agreed purchase price for said Premises is **(\$1,250,000.00)**, of which

**\$5,000.00** have been paid as a deposit with the offer and

**\$5,000.00** have been paid as a deposit this day and

**\$52,500.00** are to be paid after Town of Boxborough releases land from Chapter 61A

---

1,187,500.00 are to be paid at the time of delivery of the deed by attorney's conveyancing check.

---

**\$1,250,000.00**

**6. TIME FOR PERFORMANCE; DELIVERY OF THE DEED**

Such deed is to be delivered at within 30 days following approval by the Town of 5 ANR Lots and Town approved septic systems, and the expiration of any applicable appeal periods, if any at the office of the BUYER's Attorney, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this Agreement. Neither the SELLER, nor his/her agents or attorney shall be required to attend closing but do agree to facilitate the transaction and ensure that the original SELLER signed Deed, Power of Attorney, and other customary documents are delivered to the closing attorney in a timely manner. Seller acknowledges that the purchase funds shall be held in escrow by the Seller's attorney ("escrow agent") pending a prompt rundown of the title and recording. The escrow agent shall disburse funds the next business day following the date for performance provided that the recording attorney has not reported a problem outside the recording attorney's control

**7. POSSESSION AND CONDITION OF PREMISES – INTENTIONALLY DELETED**

**8. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM**

If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the Premises, all as herein stipulated, or if at the time of delivery of the deed the Premises do not conform with the provisions hereof, the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make 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 up to thirty (30) days. Any extension of time pursuant to this paragraph shall not extend beyond the expiration of the date on which the BUYER's loan commitment or interest rate lock expires. If the time for performance under this Agreement is extended pursuant to this paragraph and during such time the BUYER's loan commitment or rate lock would expire, then unless the SELLER is willing to pay any sums needed to extend the BUYER's rate lock or mortgage loan commitment, the BUYER shall have the right to terminate this Agreement by written notice to the SELLER within 48 hours following such expiration, whereupon all deposits paid by the BUYER hereunder shall be forthwith refunded to the BUYER and there shall be no further recourse to either party. Exclusive of liens, the SELLER shall not be required to incur costs or expenses totaling in excess of \$6,250 to make title conform.

**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 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 its then condition and to pay therefore the purchase price without deduction, 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 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 within a reasonable time thereafter in accordance with customary conveying practice.

#### **13. INSURANCE**

Until the delivery and recording of the deed, the SELLER shall continue to maintain insurance on the Premises. All Risk of loss to remain with the SELLER until deed is recorded.

#### **14. ADJUSTMENTS**

Real estate taxes for the then current fiscal year shall be apportioned, 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. The Buyer agrees to pay up to \$25,000.00 in back taxes to Town of Boxborough at closing.

#### **15. 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 and this shall be the final apportionment between the parties, except in the event of an error or mistake, see paragraph 37.

#### **16. BROKER'S FEE**

A broker's fee for professional services as per listing agreement (5%) is due from the SELLER to Coldwell Banker Realty the broker(s) herein, , but only if, as and when title passes, the deed is recorded in the registry of deeds and not otherwise.

#### **17. BROKER'S WARRANTY**

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

Seller's Agent Name: Laura Baliestiero  
License Number: #129159  
Company Name: Coldwell Banker Realty  
Company License Number: #8064  
Address: 11 Main Street, Concord, MA 01742  
Phone Number: 508-864-6011  
Email: laura.balliestiero@gmail.com

#### **18. DEPOSIT**

All deposits made hereunder shall be held in escrow by **Coldwell Banker Realty** as escrow agent in a non-interest bearing account, subject to the terms of this Agreement and shall be duly accounted for at the time for performance of this Agreement.

If a dispute arises between the **BUYER** and the **SELLER** concerning to whom escrow funds should be paid, the escrow agent shall retain all escrow funds pending the receipt of written instructions agreed to and signed by the **SELLER** and the **BUYER** or of a court order directing the distribution of the deposit. The escrow agent shall abide by a court decision concerning to whom the funds shall be paid and shall not be made a party to a lawsuit solely as a result of holding escrowed funds.

#### **19. 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 and this shall be the **SELLER's** sole and exclusive remedy at law or in equity. The Parties acknowledge and agree that the **SELLER** has no adequate remedy in the event of the **BUYER's** default under this Agreement because it is impossible to compute exactly the damages which would accrue to the **SELLER** in such event. Therefore, the Parties hereby agree that: (i) the deposit hereunder is the best estimate of such damages which would accrue to the **SELLER** in the event of the **BUYER's** default (ii) said deposit represents damages and not a penalty against the **BUYER**, and (iii) the Parties have had the right to counsel with an attorney with regard to the provisions of this Paragraph.

In the event of any default of the **BUYER** or if the **BUYER** fails to perform any of the **BUYER's** obligations hereunder, it is agreed by the **BUYER** that the **SELLER** shall have no obligation to tender a deed in order to preserve the **SELLER's** rights.

If the purchase and sale of the Premises contemplated hereby is not consummated in accordance with the terms and provisions of this Agreement due to circumstances or conditions which constitute a default by Seller under this Agreement, the entire deposit shall be refunded to Buyer promptly upon request, and Buyer, as its sole and exclusive remedies., may exercise the following additional rights and remedies: (i) in the event of any default by Seller, Buyer shall have the right to terminate this Agreement, in which event all rights and

obligations of the parties under this Agreement shall expire, and this Agreement shall become null and void; and (ii) the Buyer shall have the right to sue Seller for specific performance of this Agreement, or Buyer shall have the right to sue Seller to collect actual monetary damages.

#### **20. LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, ETC.**

If the SELLER or the 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 the BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

#### **21. WARRANTIES AND REPRESENTATION**

The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has s/he relied upon any warranties or representations not set forth or incorporated in this Agreement except for the following additional warranties and representations, if any, made by either the SELLER or the Broker(s): **NONE, neither direct nor implied.**

#### **22. MORTGAGE CONTINGENCY**

In order to help finance the acquisition of said Premises, the BUYER shall apply for a conventional bank or other institutional mortgage loan of **\$750,000.00**, at prevailing rates, terms and conditions. If despite the BUYER's diligent efforts a commitment for such loan cannot be obtained in or within **30 days** after the town approves the 5 ANR lots with town approved septic systems \_\_\_\_\_ 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 upon receipt by the town of a fully executed ANR plan approving 5 lots and the approval of septic systems, \_\_\_\_\_ "Diligent efforts" shall not obligate the BUYER to apply to more than one bank, mortgage company or other lending institution.

Should the BUYER's lender be required to give the BUYER new disclosures which will extend the time of performance contained herein, the SELLER will agree to extend the time of performance in compliance with the Regulation(s) up to five (5) business days without prejudice to the BUYER or the BUYER's deposit.

#### **23. CONSTRUCTION OF AGREEMENT**

This Agreement, including amendments hereto, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, personal representatives, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the SELLER and the BUYER. If two or more persons are named herein as the 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.

24.

**25. SMOKE AND CARBON MONOXIDE DETECTORS- INTENTIONALLY DELETED**

**26. DOCUMENTS TO BE EXECUTED AT CLOSING**

The SELLER, at the time of delivery of the Deed, shall execute and deliver such certifications as may reasonably be required by the attorney for the BUYER or for a mortgage lender financing the purchase of the Premises, including, but not limited to documents relating to: (a) occupancy of the Premises; (b) creation of mechanics or materialmen's liens; (c) the underlying financial terms of the purchase and sale; (d) the citizenship and residency of the SELLER; and (e) information required to permit the Closing Agent to report the transaction to the Internal Revenue Service.

Notwithstanding the foregoing, with the exception of a customary form Mechanic Lien/Parties in Possession Affidavit, the SELLER shall not be required to sign a so-called survey affidavit or any document that makes any representation as to boundaries, , encroachments, or compliance with zoning, building or other laws, nor shall the SELLER sign any document which creates a post-closing liability for attorney fees.

**27. NOTICES**

Unless otherwise specified herein, any notice to be given hereunder shall be in writing and signed by the party or the party's attorney and shall be deemed to have been given (a) when delivered by hand, or (b) when mailed by registered or certified mail, all charges prepaid, or (c) when sent by successfully completed telecopier or facsimile transmittal, or (d) by electronic mail, if actually received, addressed:

**For SELLER:**

Jane K. Innamorati, Esq.  
Innamorati Law & Title, LLC.  
138 Great Road, Suite 3  
Bedford, MA 01730  
(978)371-7001 phone  
jane@jkilaw.com

**For BUYER:**

Catherine Flood  
Flood Law Office PC,  
549 Rogers Street,  
Lowell, MA 01852  
978-441-9900 fax (978) 937-5383  
Catherine@floodlawoffice.com



## **28. ACCESS**

The BUYER and the BUYER's agents shall have the right of reasonable access to the Premises prior to the time specified for delivery of the deed for the purpose of visiting the Premises, showing the Premises to prospective mortgage lenders, taking measurements, soil testing, surveying and the like. Said right of access shall be exercised only after reasonable notice to the SELLER t. g. The BUYER shall indemnify the SELLER and hold the SELLER harmless for any injury or damages suffered as a result of said access which is not due to SELLER's negligence or malfeasance.. The BUYER's indemnification herein shall be in addition to, and not in any way limited by the deposit amounts held pursuant to this Agreement. This indemnity shall survive the closing and recording of the Deed hereunder, or termination of this Agreement.

## **29. TITLE INSURANCE**

The BUYER's obligations hereunder are contingent upon the availability (at normal premium rates) of an owner's title insurance policy without exceptions other than the standard printed exceptions contained in the ALTA form currently in use for Survey and for Real Estate Taxes, (the latter of which shall only except real estate taxes not yet due and payable) and those exceptions permitted by Paragraph 4 of this Agreement. It is agreed that in the event of a title matter for which a title insurance company is willing to issue an "affirmative coverage" over a known defect or problem, the BUYER may elect to accept same but shall not be required to do so, and shall have the right, at the option of his/her counsel, to deem title to the Premises unacceptable or unmarketable and to terminate this Agreement.

## **30. GOOD AND CLEAR TITLE**

Without limiting the requirement that the SELLER convey a good and clear record and marketable title as set forth in Paragraph 4 herein, title to the Premises shall not be deemed to conform with the requirements thereof unless:

- a) all means of access to the Premises, shall be located completely within the boundary lines of the Premises, shall not encroach upon any easements or rights of way, and shall not encroach upon or under adjacent properties unless there is otherwise recorded agreements, easements and/or rights of way;
- b) No buildings or structures of any kind on abutting properties encroach upon or under the Premises unless there is otherwise recorded agreements, easements and/or rights of way; and
- c) The Premises have vehicular and pedestrian access to a public way.

## **31. COMPLIANCE WITH LAW**

The SELLER represents that as of the date of this Agreement, the SELLER has received no written notice from any municipal, county, state or federal agency asserting or alleging that the Premises are or may be in violation of the provisions of any municipal, county, state or federal codes, ordinances, statutes or regulations relating to zoning, building, environmental or health matters.

## **32 RECORDING OF DEED**

The parties understand that (1) the closing cannot occur before the lender clears the file for closing and a document package is provided to the closing attorney; (2) the transaction cannot be recorded at the applicable registry of deeds until such time as the closing attorney has received the funds from all parties,

including the lender; (3) no funds can be disbursed to any party until such time as the transaction has been recorded; . All reasonable efforts shall be made in order to ensure that the closing, recording and disbursement of the transaction occurs as swiftly as possible but not later than one (1) business day without notice to the parties. If this occurs, the BUYER shall not be considered to be in default with the terms of this Agreement.

The BUYER hereby acknowledges and agrees that by recording the Deed to the Premises it shall be conclusively deemed that the BUYER has accepted in all respects: (a) the results of the Property Investigations; (b); (c) the conformity of the Premises with the provisions of this Agreement; (d) the environmental condition of the Premises, ; (e) the compliance of the Premises with applicable laws; (f) ; and (g) such other engineering, legal, financial, accounting and other matters relating to or affecting the Premises except as are to be performed post-closing in accordance with the terms herein. This provision shall survive the closing.

### **33. REBA STANDARDS**

Any matter which is the subject of a title or practice standard of the Real Estate Bar Association of Massachusetts at the time of closing shall be governed by such standard to the extent applicable.

### **34. PRIOR AGREEMENTS**

This Agreement supersedes any other prior agreement of the parties concerning the transaction contemplated hereby with any such prior agreements, offers, listing sheets, and disclosure sheets, becoming null and void upon the execution of this Agreement. This Agreement henceforth represents the complete and full agreement of the parties hereto, except as the Agreement may be modified or altered by a written agreement signed by all the parties hereto. If a section of this Agreement is deemed to be invalid, its invalidity shall not impinge on the validity of the remaining sections of this Agreement and they shall remain in full force and effect.

### **35. AUTHORIZATION TO SIGN EXTENSIONS AND NOTICES**

In order to facilitate the execution and delivery of certain documents contemplated hereby, the parties grant to their respective attorneys, if any, the actual authority to execute and deliver on each party's behalf any (a) agreement modifying the purchase and sale agreement, including but not limited to, mortgage contingency dates, purchase price, closing cost credits, and time for the performance, and (b) any notice that may be given under this Agreement, including but not limited to mortgage contingency and termination notices, and (c) any ancillary agreements, including but not limited to, agreements for use and occupancy, access, or termination of the Agreement. The parties may rely upon the signature of such attorneys (including faxed signatures and electronic signatures) unless they have actual knowledge that a party has disclaimed the authority granted herein. Such authority may be exercised in writing by fax or mail and by e-mail. This provision shall survive the closing.

### **36 FAXED OR ELECTRONIC SIGNATURES**

Faxed, scanned or electronic signatures on this Agreement, as well as on any extensions, amendments, modifications or ancillary agreements, shall be considered as binding as original signatures and may be relied upon. Faxed or Electronic Signatures may not be used for Deeds or other documents to be recorded at the Registry of Deeds which shall be original signatures.

### **37. ERRORS AND OMISSIONS**

If any errors or omissions are found to have occurred in any calculations or figures used in the settlement statement signed by the parties (or would have been included if not for such error or omission) and notice thereof is given within 60 days of the closing date, then the party to be charged agrees to make a payment to correct the error or omission. This provision shall survive the closing.

### **38. NO OTHER BROKERS**

Both parties represent to each other that they have not dealt with any real estate broker not otherwise set forth herein, with respect to this transaction and each indemnifies and holds the other harmless for any claims or demands by any real estate broker not otherwise set forth herein on account of acts of the other.

39.

### **40 RECORDING OF AGREEMENT**

If the BUYER either makes an assignment of his/her rights under this Agreement or if a copy of this Agreement is recorded, the SELLER, at his/her option, may declare the SELLER's obligations hereunder to be null and void and may deem the BUYER to be in default of his/her obligations hereunder whereupon all deposits shall be turned over to the SELLER in accordance with the terms of this Agreement. This provision is not in derogation of the BUYER's rights under Paragraph 4 to designate a nominee to take title.

### **41. SELLER'S REPRESENTATIONS**

All references herein or elsewhere to the "SELLER's actual knowledge" or "to the best of the SELLER's knowledge" or words of similar import are agreed to mean the SELLER's current actual knowledge and are not intended to imply or create any obligation for the SELLER to take additional actions or make further inquiry with regard to any topics contained within this Agreement or elsewhere, including but not limited to, documents, to be executed in conjunction with the closing. Any such representation is not a warranty against the existence of such condition nor a warranty against the future discovery or occurrence of such condition if the SELLER has not knowledge about it. The provisions of this paragraph shall survive the closing and delivery of the Deed hereunder.

### **42. DISTRIBUTION OF DOCUMENTS**

All parties agree that an ALTA Settlement Statement and/or Closing Disclosure shall be provided and signed at Closing. The BUYER and SELLER consent to the distribution of ALTA Settlement Statement and/or Closing Disclosure to their respective attorneys and real estate agents at Closing and authorize the lender to release it to the attorneys. This provision shall survive the closing.

### **48. SETTLEMENT AGENT FEES**

The SELLER shall, at the time of closing, pay the broker's commission, the SELLER's attorney's fees, discharge recording fees, tax stamps, discharge tracking fees (not to exceed \$110.00, per mortgage), overnight fees (not to exceed \$50.00, per overnight), real estate taxes, and municipal utility fees, as appropriate or required.

#### 43. CONSULTATION WITH AN ATTORNEY

The parties acknowledge that each party has been given the opportunity to consult with an attorney of their choosing, regarding the legal consequences of this document and by signing said document acknowledge that s/he has either consulted with an attorney or desires not to do so. The parties acknowledge that this is a legal document which may affect each party's legal rights.

#### 54. OTHER

The Seller will apply to Town of Boxborough to release the land from Chapter 61A and pay the cost of recording all documents to clear the title. The back taxes shall be paid to Town of Boxborough with Buyer agreeing to pay up to \$25,000 to Seller at closing and Seller paying the balance. It is agreed that the buyers purchase of the premises is subject to the town releasing the property from Chapter 61 A within 120 days of the request.

Upon release of the land from Chapter 61A, Buyer shall have access to property for purposes of conducting soil and perc tests and any other tests required by Town for 5 ANR lots and approved septic plans. It is agreed that Buyer shall not be obligated to commence any work toward obtaining approvals until receipt of the Seller that the premises have been removed from Chapter 61A.

1. Seller represents to the best of its knowledge and belief, that (a) the purchase price is sufficient to discharge all presently outstanding mortgage(s) and other indebtedness on the Premises, including real estate taxes, betterments and municipal utility charges constituting a lien on the Premises and to pay all usual and customary closing costs, including brokerage commissions and documentary deed stamps, (b) there is no pending bankruptcy, divorce, mortgage foreclosure, or other proceeding which might in any material way impact adversely on sellers ability to perform under this agreement; (c) Seller is not aware of any litigation, outstanding or threatened, which affects or may affect the Premises, (d) there are no contracts, oral or in writing, involving the Premises which will be binding on the buyer or affect the premises in any way; (e) Seller has not received any notice of violation of any building, zoning or other land use or environmental laws or regulations relating to the Premises or restrictive covenant affecting the Premises, (f) there are no underground fuel oil tanks on or under the premises (g) there is no Hazardous Waste on the Premises. For purposes of this Agreement, "Hazardous Waste" shall mean any "hazardous material" or "oil" as defined in the Comprehensive Environmental Responses, Compensation, and Liability Act, 42 U.S.C. Section 9601, as amended, and the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, M.G.L. c. 21E, as amended, or in regulations adopted thereunder. Seller will promptly notify Buyer of any material change in facts which arise prior to the Closing which would make such representation(s) untrue if such state of facts had existed on the date of execution of this Agreement. The foregoing representations shall be true as of the date of execution of this Agreement and shall be deemed to be reiterated as of the Date of Closing
2. The Seller shall provide the closing attorney with the account numbers of all mortgages on the premises and with the Seller's written consent, directed to such mortgage lenders, authorizing the release of payoff information to said closing attorney
3. **APPROVALS CONTINGENCY.**

- a) **Proposed Project.** Buyer enters into this agreement for the purpose of developing the Premises as five ANR lots for construction of residential homes. (hereinafter "Proposed Project").
- b) **Permitting Process.** Buyer shall be obligated to close this transaction only upon having obtained an endorsed ANR plan from the Town of Boxborough approving the land for 5 lots for the construction of residential dwellings and the approval of septic systems for each lot. It shall be a condition to Buyer's obligation to close that any appeal periods with respect to said Approvals shall have expired without any appeal having been filed or, if filed, such appeal shall have been resolved to the satisfaction of Buyer.
- c) **Seller's Cooperation.** Seller agrees to cooperate fully with Buyer, to enable Buyer to apply for and obtain the plan and septic approval. Seller shall execute all documents required for the plan and septic approval process including the appointment of Buyer as its agent or nominee to obtain any plan and septic approvals.
- d) **Access to Premises.** Buyer and its agents, employees, and representatives shall have a continuing right of reasonable access to the Premises during the pendency of this Agreement for the purpose of conducting surveys, engineering, geotechnical, and environmental inspections and tests (including intrusive inspection and sampling), and any other inspections, studies, or tests reasonably required by Buyer. In the course of its investigations Buyer may make inquiries to third parties including, without limitation, lenders, contractors, and municipal, local, and other government officials and representatives, and Seller consents to such inquiries.
- e) Buyers purchase is subject to a clean 21E report or transactional screening, , if required by the lender.

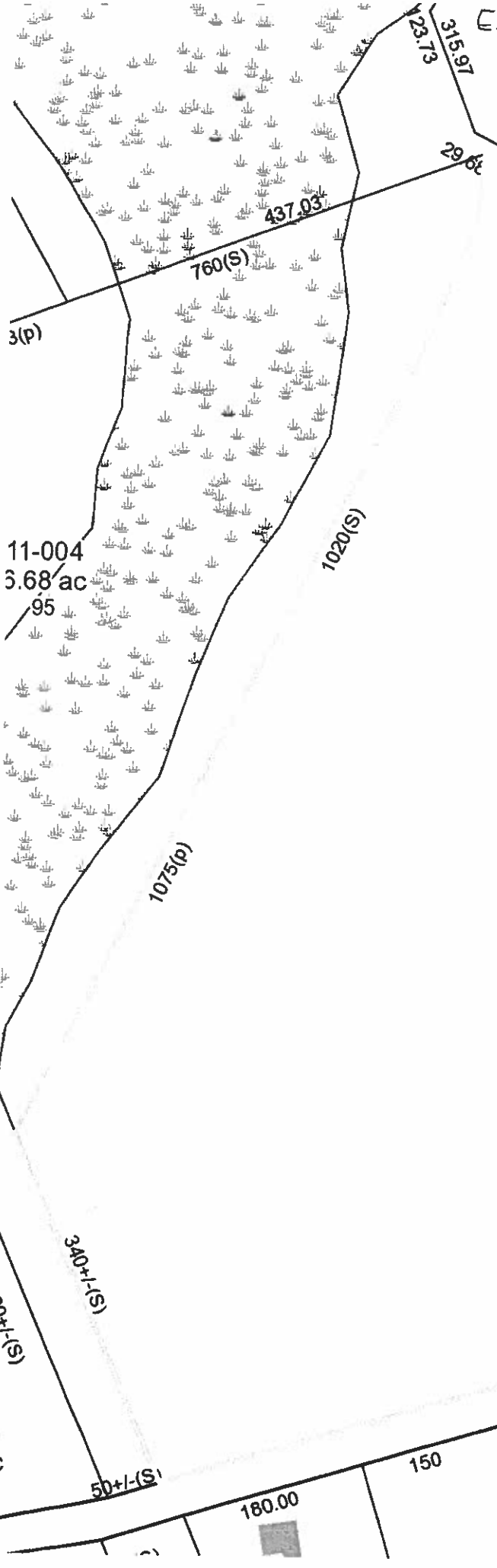
Phyllis E. Campbell  
 Phyllis E. Campbell, Trustee  
 Trustee Date

Jan 3, 2022  
 Date

DocuSigned by:  
Louis Baldoumas  
 1/4/2022  
 Louis Baldoumas, President and Treasurer  
 Date

\_\_\_\_\_  
 Date

EXHIBIT B



11-004  
3.68 ac  
95

11-005  
20.5 ac  
95

11-007  
1.18 ac  
214  
335.79

11-008  
0.95 ac  
184

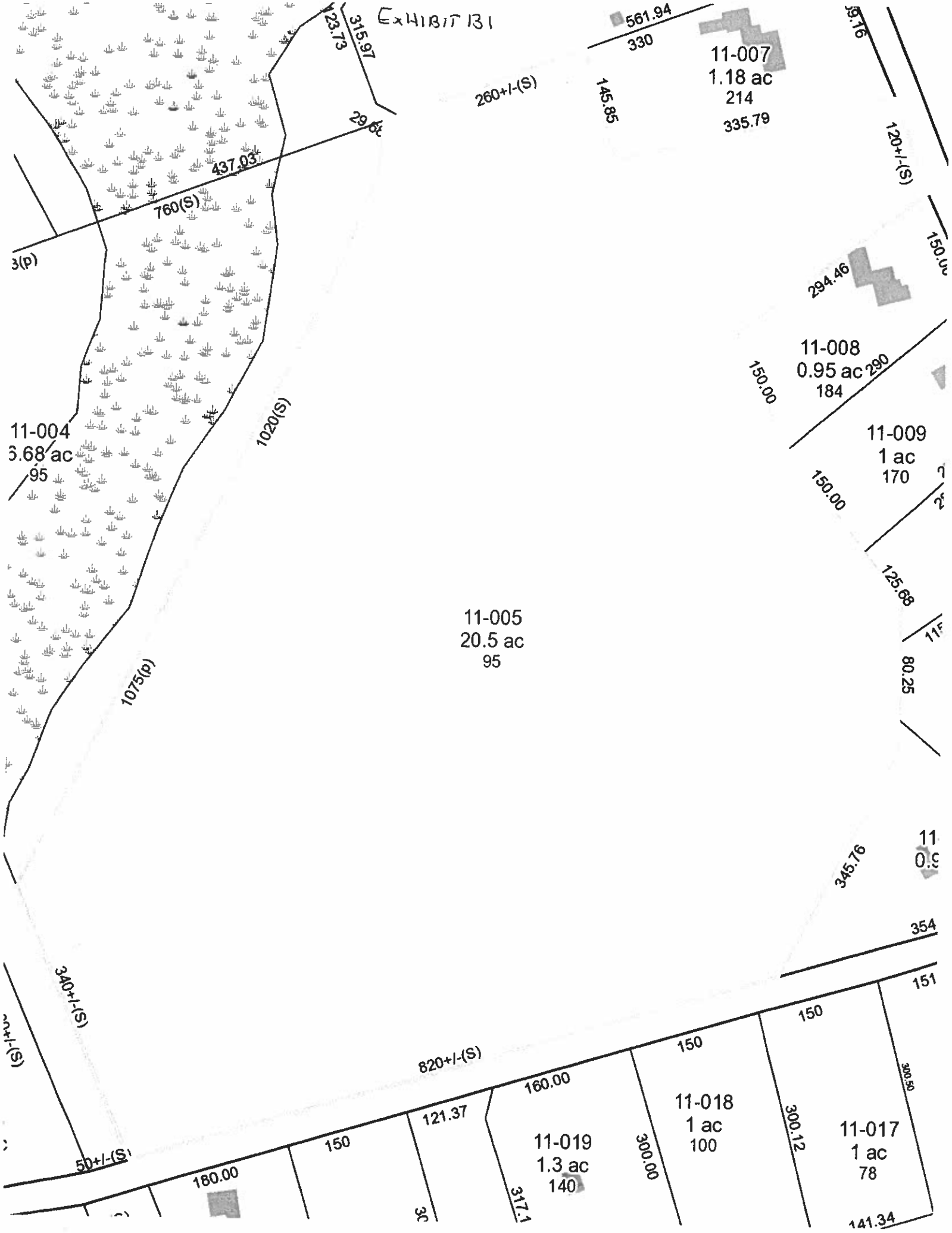
11-009  
1 ac  
170

11-010  
0.9 ac

11-019  
1.3 ac  
140

11-018  
1 ac  
100

11-017  
1 ac  
78





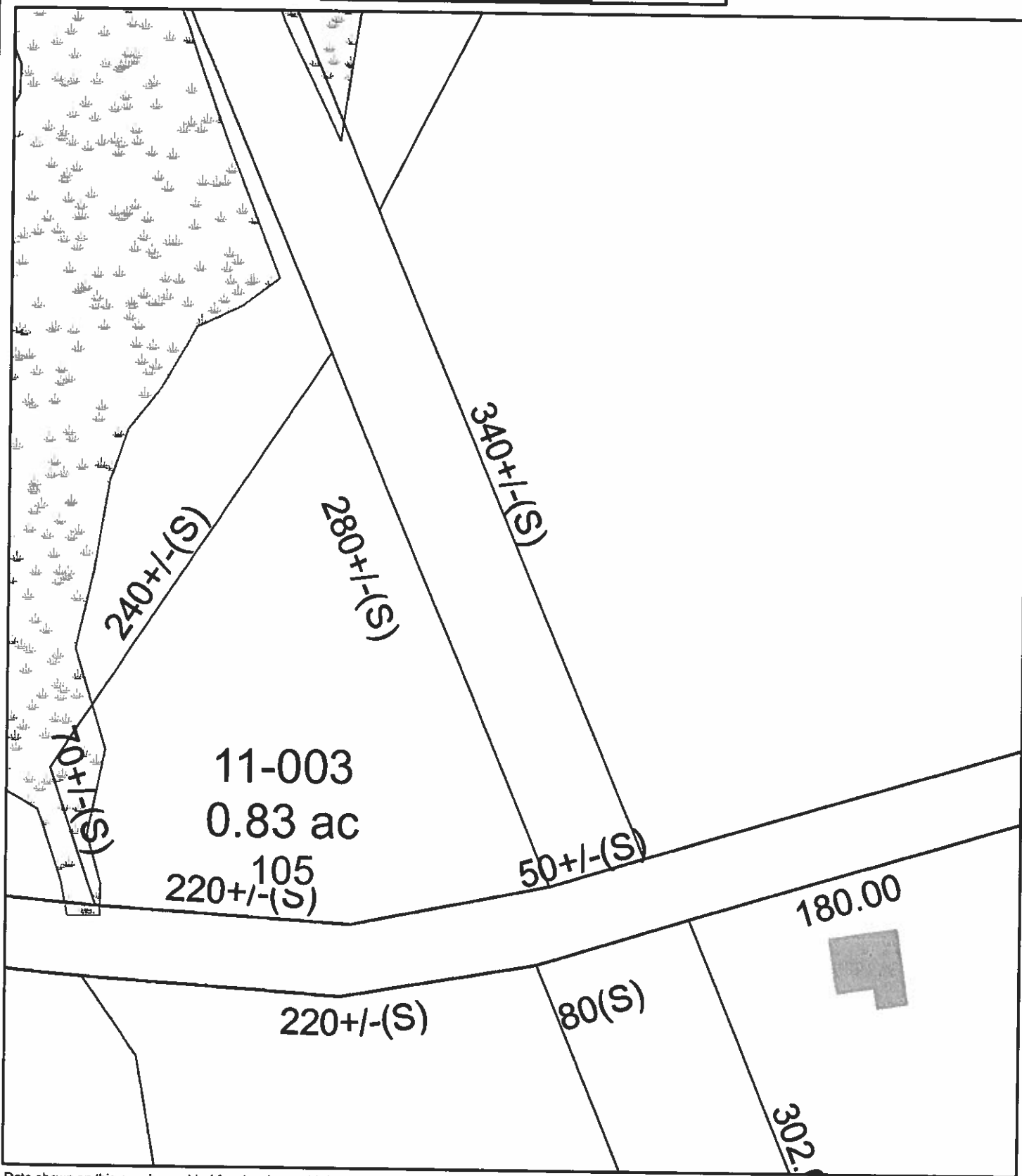
Boxborough, MA

1 inch = 69 Feet



January 6, 2022

www.cai-tech.com



Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.



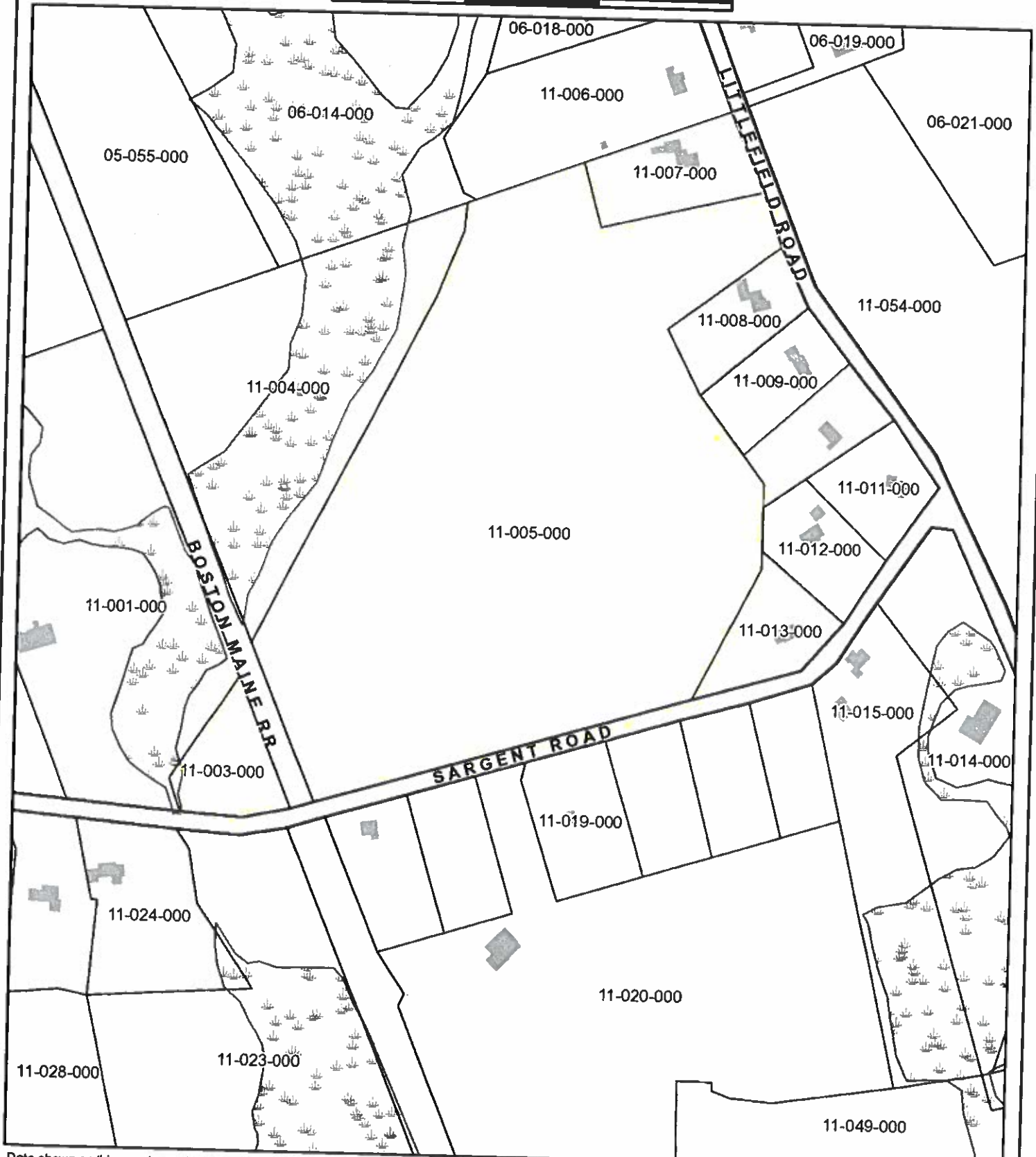
Boxborough, MA

1 inch = 277 Feet



January 6, 2022

www.cai-tech.com



Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.