

## LETTER OF INTENT TO PURCHASE REAL ESTATE

To: Dennis Busa, Francis Busa and Gay McGarvie, all of Lexington, Middlesex County, Massachusetts (collectively, the "Seller")

Date: May \_\_, 2009

The property (the "Property") herein referred to consists of five parcels of land and is identified as follows:

Parcel 1: Land containing approximately 41,367 square feet, owned by Dennis Busa, Francis Busa and Gay McGarvie and identified in an order of the Massachusetts Land Court dated February 6, 1998 and filed with the Middlesex South Registry District of the Land Court (the "Registry") as Document No. 1068379 (the "1998 Land Court Order") and further described on Certificate of Title No. 211688. Parcel 1 is shown as Lot 2 on a plan of land entitled "Subdivision Plan of Land in Lexington" dated July 28, 1959 and filed with the Registry as Plan No. 5322<sup>D</sup> ("Plan No. 5322<sup>D</sup>"). Said land is further identified on Lexington Assessor's Map 20 as Lot 38.

Parcel 2: Land containing approximately 2.43 acres, identified on a deed to Rosina Busa and Francis Busa dated September 30, 1993 and filed with the Registry as Document No. 920796, and further described on Certificate of Title No. 197417. Parcel 2 is shown as Lot 3 on Plan No. 5322<sup>D</sup>. Said land is further identified on Lexington Assessor's Map 20 as Lot 40A.

Parcel 3: Land containing approximately 4.47 acres, which is a portion of the land owned by Dennis Busa, Francis Busa and Gay McGarvie and identified in the 1998 Land Court Order and further described on Certificate of Title No. 211688. Parcel 3 is a portion of the land shown as Lot 4 on Plan No. 5322<sup>D</sup> and is the result of the subtraction of Lot 6 as shown on Registry Plan No. 5322<sup>E</sup> from Lot 4 as shown on Plan No. 5322<sup>D</sup>. Said land is further identified on Lexington Assessor's Map 20 as Lot 43.

The Land Court orders, deeds and certificates of title describing Parcels 1 through 3 are attached hereto as Exhibit A, Assessor's Map 20 is attached hereto as Exhibit B and Plan Nos. 5322<sup>D</sup> and 5322<sup>E</sup> are attached hereto as Exhibit C.

The Town of Lexington (the "Town" or "Buyer") and the Seller hereby agree, for good and valuable consideration, the receipt of which is hereby acknowledged, upon the following terms and conditions:

1. The purchase price of the Property shall be four million one hundred thousand dollars (\$4,100,000) (the "Purchase Price"), payable at the time of the delivery, acceptance and filing of the deed and satisfaction of all other conditions of the Purchase and Sale Agreement (as defined in Section 3 hereof).

2. This Letter of Intent is good only until 5:00 p.m. on May 7, 2009, at or before which time a copy of this Letter of Intent shall be signed by Seller and Buyer. If this Letter of

Intent is not signed by Seller and Buyer by 5:00 p.m. on May 7, 2009, this Letter of Intent shall expire.

3. This Letter of Intent confirms the agreement between Buyer and Seller regarding the price and terms under which Buyer is willing to purchase the Property and Seller is willing to sell the Property, subject to the contingencies set forth herein. Subsequent to the execution of this Letter of Intent, Buyer and Seller agree to work together exclusively and in good faith to execute a mutually satisfactory purchase and sale agreement (the "Purchase and Sale Agreement") to be executed within the later of: thirty (30) days of the date of acceptance of this Letter of Intent or thirty (30) days after publication of this transaction in the Central Register as further described in Section 4 below. If, despite such good faith efforts, the Purchase and Sale Agreement is not executed within such period, this Letter of Intent shall become null and void.

4. In accordance with Massachusetts General Laws Chapter 30B, Section 16(e)(2), Buyer's acquisition of the Property is subject to and contingent upon the Town of Lexington completing the notification process for unique real property acquisitions that is described in Massachusetts General Laws Chapter 30B, Section 16(e)(2) to the Town of Lexington's reasonable satisfaction. The Town of Lexington will use diligent efforts to complete this process as soon as possible.

5. Time is of the essence of this Letter of Intent.

6. The Purchase and Sale Agreement shall provide for a due diligence period of sixty (60) days after the execution thereof (the "Due Diligence Period") during which Buyer shall have full opportunity to inspect, take measurements, conduct surveys, perform tests, show the Property to contractors, architects, surveyors, engineers and insurers, and to make legal, engineering and other reviews or investigations of the Property, including, without limitation, title analysis, environmental site assessments, soil and groundwater tests, well drilling, property surveys, tests for lead paint, asbestos, UFFI and other building toxins, evaluations of utilities and exploratory digging and testing. Seller shall cooperate with Buyer to give Buyer access to the Property. Prior to engaging in any test or investigation that could damage or disturb any portion of the Property, Buyer shall give Seller three (3) business days notice and the opportunity to have a representative or employee of Seller present during such activity. Buyer shall use reasonable efforts to repair, at its sole cost and expense, any damage to the Property caused by such tests or investigations. The Town shall use reasonable efforts to minimize disruption to Seller's farming operations during the Due Diligence Period.

7. If Buyer is not satisfied in its sole judgment with any of the information obtained by Buyer while conducting title, survey, engineering, zoning and subdivision and environmental investigations of the Property, then Buyer shall have the right to revoke this Letter of Intent and terminate the Purchase and Sale Agreement by written notice to Seller at any time at or prior to 5:00 p.m. on the last day of the Due Diligence Period, whereupon all obligations of the parties which do not expressly survive termination shall cease without recourse and all deposits paid by Buyer shall promptly be returned to Buyer.

8. Seller represents and warrants to Buyer that it has dealt with no broker or other person entitled to a broker's commission in connection with the negotiation or execution of this Letter of Intent or the consummation of the transaction contemplated hereby.

9. In conjunction with the execution hereof, Seller shall complete the disclosure of beneficial interest form that is attached hereto as Exhibit D as required under Massachusetts General Laws Chapter 7, Section 40J. Seller shall deliver the completed form to Buyer with the signed Letter of Intent so that Buyer may duly file such form with the Division of Capital Asset Management of Massachusetts as required by law.

10. Buyer intends to purchase the Property for open space and outdoor recreation, historical preservation and/or affordable housing purposes under the Community Preservation Act (M.G.L. c. 44B), and Buyer's acquisition of the Property is subject to and contingent upon: (a) approval and funding by the Community Preservation Committee of the Town of Lexington; and (b) approval by Special Town Meeting in the Town of Lexington. It is necessary that the Community Preservation Committee of the Town of Lexington approve Buyer's acquisition of the Property, and Buyer has included an article to approve the acquisition of the Property (and any applicable appropriation) on the warrant for the May 2009 Special Town Meeting. So long as the Community Preservation Committee approves Buyer's acquisition of the Property and the applicable motion passes at the Special Town Meeting, including any required appropriation, a good and sufficient deed conveying good and clear record and marketable title free from all encumbrances, except any encumbrances that are approved by Buyer in Buyer's sole discretion, shall be delivered to Buyer at 1625 Massachusetts Avenue Lexington, Massachusetts 02420 at 10 a.m. on September 3, 2009 (the "Closing Date") unless some other time or place is agreed upon. Buyer shall have the right to extend the Closing Date by up to thirty (30) days upon written notice to Seller not less than five (5) days prior to the Closing Date. If the Community Preservation Committee does not approve the acquisition of the Property or the applicable motion does not pass at Special Town Meeting, this Letter of Intent shall automatically terminate and it shall be null and void with respect to the parties hereto and all deposits paid by Buyer shall promptly be returned to Buyer.

11. Buyer's obligations hereunder shall be contingent upon Seller's demolition and/or removal, using diligent efforts, at Seller's sole cost and expense, of the following from the Property prior to the closing hereunder:

(a) All hazardous waste materials to standards for "unrestricted use" under G.L. c. 21E and all other applicable laws, rules and regulations;

(b) The abandoned underground storage tank located on the Property;

(c) All structures and improvements currently located on Parcels 1, 2 and 3, including but not limited to greenhouses, storage buildings, foundations and the farm stand building (but not including the paved parking area and the pump house and not including any structures that are to remain on the Property in accordance with the lease noted in Section 12 hereof);

(d) Vehicles and vehicle parts and other manmade materials and debris; and

(e) Buried concentrations of organic matter (such as tree stumps), if any.

If Seller is unable to deliver the Property on the Closing Date as set forth in this paragraph, Seller shall be entitled to extend the Closing Date for up to thirty (30) days by providing written notice to Seller for the purpose of complying with the provisions hereof.

12. The parties agree that the Purchase and Sale Agreement shall provide for the Town to lease Parcels 1, 2 and 3 to the Seller for a sum of approximately \$1500 a year for the 2009 and 2010 growing seasons. Any such lease(s) shall be on terms which are mutually acceptable to Buyer and Seller and shall include an indemnification from the Seller to the Town indemnifying the Town against any environmental contamination caused by Seller or Seller's agents or invitees on the Property during the term of the lease. Notwithstanding anything to the contrary, the Town shall not be obligated to enter into a lease with Seller on terms that are unacceptable to the Town.

13. If the Town elects to construct athletic fields on the Property, the Seller may choose to have the fields named for the Busa family. The terms of any such naming right shall be set forth in the Purchase and Sale Agreement and subject to the Town's approval.

14. If a rollback tax is due from Seller to the Town under G.L. c. 61A as a result of the conveyance, the Purchase Price shall be increased by an amount so that there is no change in the net amount of sale proceeds as would have been due to Seller if there had been no rollback tax due.

15. All notices required or permitted to be given hereunder shall be in writing and delivered by hand or sent by Federal Express or other recognized overnight delivery service or by facsimile (with proof of delivery):

in case of notice to Seller, to: Dennis Busa  
6 Westminster  
Lexington, MA 02420

with a copy to: Howard L. Levin  
Rich May, a Professional Corporation  
176 Federal Street, Floor 6  
Boston MA 02110  
TEL: (617) 556-3855  
FAX: (617) 391-5755

in case of notice to Buyer, to: Carl Valente  
Town Manager  
Town of Lexington  
1625 Massachusetts Avenue  
Lexington, MA 02420  
TEL: (781)-862-0500  
FAX: (781)-861-2921

with a copy to:

Ryan D. Pace, Esq.  
Anderson & Kreiger LLP  
One Canal Park, Suite 200  
Cambridge, MA 02141  
Tel: (617) 621-6528  
Fax: (617) 621-6628

Any such notice shall be deemed given when so delivered by hand or, if sent by Federal Express or other recognized overnight delivery service, on the next business day after deposit with said delivery service, or if by facsimile, on the same business day.

[The remainder of this page has been intentionally left blank.]

Executed as a sealed instrument as of this \_\_\_ day of \_\_\_\_\_, 2009.

Buyer:  
Town of Lexington  
Board of Selectmen

\_\_\_\_\_  
Norman P. Cohen, Chairman

\_\_\_\_\_  
Jeanne K. Krieger

\_\_\_\_\_  
Peter C. J. Kelley

\_\_\_\_\_  
Hank Manz

\_\_\_\_\_  
George A. Burnell

This Letter of Intent is hereby accepted upon the foregoing terms and conditions.

Witness our hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2009.

Seller:

---

Dennis Busa

---

Francis Busa

---

Gay McGarvie

EXHIBIT A  
LAND COURT ORDER, DEEDS AND CERTIFICATES OF TITLE



1 0 6 8 3 7 9

**REGISTER  
THIS  
COPY**

COMMONWEALTH OF MASSACHUSETTS  
LAND COURT  
DEPARTMENT OF THE TRIAL COURT

CASE NO. 5322-S-1998-02

(SEAL)

Upon the petition of Dennis Busa, et als, representing that Rosina Busa was the registered owner in Certificates of Title No. 164725 and 164726 issued from the Southern Registry District of Middlesex County;

and representing that the death of said Rosina Busa, testate, on December 2, 1996 and the allowance of her will by the Probate Court for the County of Middlesex in said Commonwealth;

And praying for a new Certificate of Title, after due proceedings, it is **ORDERED**: that said Certificates of Title No. 164725 and 164726 be cancelled and a new certificate for the land described therein be issued as follows:

- An undivided 1/3 interest to Dennis Busa,
- An undivided 1/3 interest to Francis Busa,
- An undivided 1/3 interest to Gay McGarvie, all of Lexington, in the County of Middlesex, and said Commonwealth of Massachusetts.

By the Court.

Attest:

Charles W. Trombly, Jr.  
Recorder

A TRUE COPY  
ATTEST:

Dated: February 6, 1998

*Charles W. Trombly, Jr.*  
RECORDER

- DB: 6 Westminster Ave., Lexington, MA 02173
- FB: 42 Lowell St., Lexington, MA 02173
- GM: 48-52 Lowell St., Lexington, MA 02173

MDC/as

164725-953-175 = Lot 7 Bk. 641-77  
P. 122 P. 197

DOCUMENT 1068379

SO. MIDDLESEX LAND COURT  
REGISTRY DISTRICT  
RECEIVED FOR REGISTRATION

ON 06/09/98 AT 03:56:31 80.00 JMS

NOTED ON:  
CERT 0164725 BK 953 PG 175  
CERT 0164726 BK 953 PG 176

NEW CERTIFICATE(S) CREATED:  
CERT 0211688 BK 1188 PG 138

1 0 6 8 3 7 9

# Transfer Certificate of Title

BK.1188 PG.138

No. 211688

From Transfer Certificate Nos. (164725) in Registration Book 953, Pages (175)  
(164726) 953 (176)

Originally Registered February 4, 1982 for the South Registry District of  
Middlesex County

This is to Certify that

Dennis Busa, Francis Busa and Gay McGarvie, all  
of Lexington in the County of Middlesex and Commonwealth of Massachusetts  
are the owners in fee simple, each of an undivided one-third part  
of that certain parcel of land situate in Lexington  
in the County of Middlesex and said Commonwealth, described as follows:

Northwesterly by land now or formerly of Frank H. Reed,  
one hundred six and 43/100 feet;  
Northeasterly, one hundred twenty-seven and 06/100 feet,  
Southeasterly, ninety-two and 28/100 feet, and  
Northeasterly, forty and 07/100 feet, by land now or  
formerly of Giovanni Busa et ux; and  
Southeasterly, eighty-nine and 50/100 feet, and  
Westerly, one hundred eighty-three and 63/100 feet by  
land now or formerly of Antonio Busa et ux.

Said parcel is shown as lot 7 on plan hereinafter mentioned, (Plan No.  
5322<sup>E</sup>).

All of said boundaries are determined by the Court to be located as shown on  
a subdivision plan, as approved by the Court, filed in the Land Registration  
Office, a copy of which is filed in the Registry of Deeds for the South  
Registry District of Middlesex County in Registration Book 641, Page 77, with  
Certificate 102227.

The above described land is subject to the agreement referred to in Document  
357039.

Also another certain parcel of land situate in said Lexington, described as  
follows:

Easterly by Lowell Street, three hundred fifty-nine and  
10/100 feet;  
Southwesterly by the Northeasterly line of a Roadway,  
one hundred twenty-five and 69/100 feet;  
Westerly by lot 3 as shown on plan hereinafter mentioned,  
three hundred thirty and 19/100 feet; and  
Northerly by said lot 3 and by lot E on said plan,  
one hundred twenty and 65/100 feet.

Said parcel is shown as lot 2 on said plan, (Plan No. 5322<sup>D</sup>).

Certificate No. 211688 cont'd.

Also another certain parcel of land situate in said Lexington, described as follows:

Southerly by the Northerly line of a Roadway, two hundred ninety-one and  $87/100$  feet;  
Southwesterly by land now or formerly of the Town of Arlington, one hundred thirty and  $26/100$  feet;  
Northwesterly, one hundred seventy-one and  $73/100$  feet,  
Southwesterly, seventy-four and  $44/100$  feet,  
Northwesterly, one hundred forty-one and  $57/100$  feet,  
Southwesterly, one hundred eighty-two and  $90/100$  feet,  
Northwesterly, ninety-two and  $28/100$  feet, and  
Southwesterly, one hundred twenty-seven and  $06/100$  feet, all by lot 5 as shown on said plan hereinafter mentioned;  
Northwesterly by land now or formerly of Frank H. Reed, two hundred fifty and  $02/100$  feet;  
Northeasterly, one hundred twenty-six and  $55/100$  feet, and  
Northwesterly, one hundred and twenty-five feet, by lot 1 on said plan;  
Northeasterly by Lowell Street, one hundred thirty-eight and  $33/100$  feet;  
Southeasterly, one hundred and eleven feet, and  
Northeasterly, forty-seven and  $95/100$  feet, by lot C on said plan; and  
Southeasterly, two hundred forty-four and  $18/100$  feet, and  
Easterly, three hundred fifty-four and  $75/100$  feet, by lot 3 on said plan.

Said parcel is shown as lot 4 on said plan, (Plan No. 5322<sup>D</sup>).

All of said boundaries are determined by the Court to be located as shown on a subdivision plan, as approved by the Court, filed in the Land Registration Office, a copy of which is filed in the Registry of Deeds for the South Registry District of Middlesex County in Registration Book 632, Page 192, with Certificate 100542.

There is appurtenant to said lots 2 and 4 a right of way over said Roadway on the Southerly side of said above described land to be used in common with others entitled thereto.

Said lots 2 and 4 are subject to an Order by the Town of Lexington for construction of sewer in Lowell Street and Assessment, Document 317016.

And it is further certified that said land is under the operation and provisions of Chapter 185 of the General Laws and any amendments thereto, and that the title of said

Dennis Busa, Francis Busa and Gay McGarvie

to said land is registered under said Chapter subject, however, to any of the encumbrances mentioned in Section forty-six of said Chapter, and any amendments thereto, which may be subsisting, and subject also as aforesaid.

Witness PETER W. KILBORN, Chief Justice of the Land Court, Department of the Trial Court, at Cambridge in said County of Middlesex

the ninth day of June the year nineteen hundred and ninety-eight

at 3 o'clock and 56 minutes in the after-noon.

Attest, with the Seal of said Court, .....

*Luigi C. Busa*  
Assistant Recorder

Address of owners: DB - 6 Westminster Avenue, Lexington, MA 02173  
FB - 42 Lowell Street, Lexington, MA 02173  
GM - 48-52 Lowell Street, Lexington, MA 02173

Land Court Case No. 5322

ID# 1292

# Transfer Certificate of Title.

BK.1117 PG.67

No. 197417

From Transfer Certificate No. 191825 in Registration Book 1089, Page 75  
Originally Registered December 17, 1991 for the South Registry District of  
Middlesex County

## This is to Certify that

Rosina Busa and Francis Busa, both  
of Lexington in the County of Middlesex and Commonwealth of Massachusetts  
are the owners in fee simple, as joint tenants,  
of that certain parcel of land situate in Lexington  
in the County of Middlesex and said Commonwealth, described as follows:

Southwesterly by the Northeasterly line of Roadway,  
two hundred fifty-three and  $74/100$  feet;  
Westerly, three hundred fifty-four and  $75/100$  feet, and  
Northwesterly, two hundred forty-four and  $18/100$  feet by lot 4 as  
shown on plan hereinafter mentioned;  
Northeasterly, thirteen feet, and  
Northwesterly, eleven and  $04/100$  feet by lot C on said plan;  
Easterly by lots A, D and E on said plan, one hundred and  
eighty feet; and  
Southwesterly, twenty-one and  $48/100$  feet, and  
Easterly, three hundred thirty and  $19/100$  feet, by lot 2 on said plan.

Said parcel is shown as lot 3 on said plan, (Plan No. 5322<sup>D</sup>).

All of said boundaries are determined by the Court to be located as shown on  
a subdivision plan, as approved by the Court, filed in the Land Registration  
Office, a copy of which is filed in the Registry of Deeds for the South  
Registry District of Middlesex County in Registration Book 632, Page 192, with  
Certificate 100542.

There is appurtenant to the above described land a right of way over said  
Roadway on the Southerly side of said above described land to be used in  
common with others entitled thereto.

And it is further certified that said land is under the operation and  
provisions of Chapter 185 of the General Laws and any amendments thereto, and  
that the title of said

Rosina Busa and Francis Busa

to said land is registered under said Chapter subject, however, to any of the  
encumbrances mentioned in Section forty-six of said Chapter, and any  
amendments thereto, which may be subsisting, and subject also as aforesaid.

Witness ROBERT V. CAUCHON, Chief Justice of the Land Court, Department of  
the Trial Court, at Cambridge in said County of Middlesex

the first day of October the year nineteen hundred and ninety-three  
at 9 o'clock and 34 minutes in the fore-noon.

Attest, with the Seal of said Court, .....  
Assistant Recorder

Address of owners: 36-38 Lowell Street, Lexington, MA 02173  
Land Court Case No. 5322 ID# 2155

DEED

I, Jacqueline Busa of Arlington, Middlesex County, Massachusetts for consideration paid and in full consideration of Sixty One Thousand Eight Hundred Fifty (\$61,850.00) Dollars, paid, grant to Rosina Busa and Francis Busa,\* as joint tenants with rights of survivorship, of Lexington, Middlesex County, Massachusetts with QUITCLAIM COVENANTS \* of 36.38 (OWELL ST., LEXINGTON, MA

that certain parcel of land situate in Lexington in the County of Middlesex and Commonwealth of Massachusetts, described as follows:

- SOUTHWESTERLY: by the Northeasterly line of Roadway, two hundred fifty-three and 74/100 feet;
- WESTERLY: three hundred fifty-four and 75/100 feet;
- NORTHWESTERLY: two hundred forty-four and 18/100 feet by lot 4 as shown on plan hereinafter mentioned;
- NORTHEASTERLY: thirteen feet;
- NORTHWESTERLY: eleven and 04/100 feet by lot C on said plan;
- EASTERLY: by lots A, D and E on said plan, one hundred and eighty feet;
- SOUTHWESTERLY: twenty-one and 48/100 feet; and,
- EASTERLY: three hundred thirty and 19/100 feet, by lot 2 on said plan.

Said parcel is shown as lot 3 on said plan, (Plan No. 5322D).

All of said boundaries are determined by the Land Court to be located as shown on a subdivision plan, as approved by the Land Court, filed in the Land Registration Office, a copy of which is filed in the Registry of Deeds for the South Registry District of Middlesex County in Registration Book 632, Page 192, with Certificate 100542.

There is appurtenant to the above described land a right of way over said Roadway on the Southerly side of said above described land to be used in common with others entitled thereto.

For grantors title see Owner's Duplicate Certificate of Title dated December 17, 1991 and recorded with the Middlesex South District Registry of Deeds, Land Court Department, Book 1089, Page 75, No. 191825.

WITNESS MY HAND AND SEAL this 30 day of September, 1993.

TAX 282.72  
CASH 282.72

4721B015 15:15  
EXCISE TAX  
DEEDS REG 15  
MIDDLE SOUTH  
10/01/93

*Jacqueline Busa*  
JACQUELINE BUSA

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

September 30, 1993

Then personally appeared the above-named Jacqueline Busa and acknowledged the foregoing instrument to be her free act and deed, before me.

*Paul J. MacDonald*  
Paul J. MacDonald - Notary Public  
My Commission Expires: 10/31/97

12

SO. MIDDLESEX LAND COURT  
REGISTRY DISTRICT  
RECEIVED FOR REGISTRATION

ON 10/01/93 AT 09:34:59 40.00 JMS

NOTEI ONI

CERT 0191925 BK 1389 PG 75

NEW CERTIFICATE(S) CREATED:

CERT 0197417 BK 1117 PG 57

\*\*\*\*\*  
\* MASS. EXCISE TAX: 282.72 \*  
\*\*\*\*\*

*Copy to Steve  
Cald*

EXHIBIT B  
ASSESSOR'S MAP 20



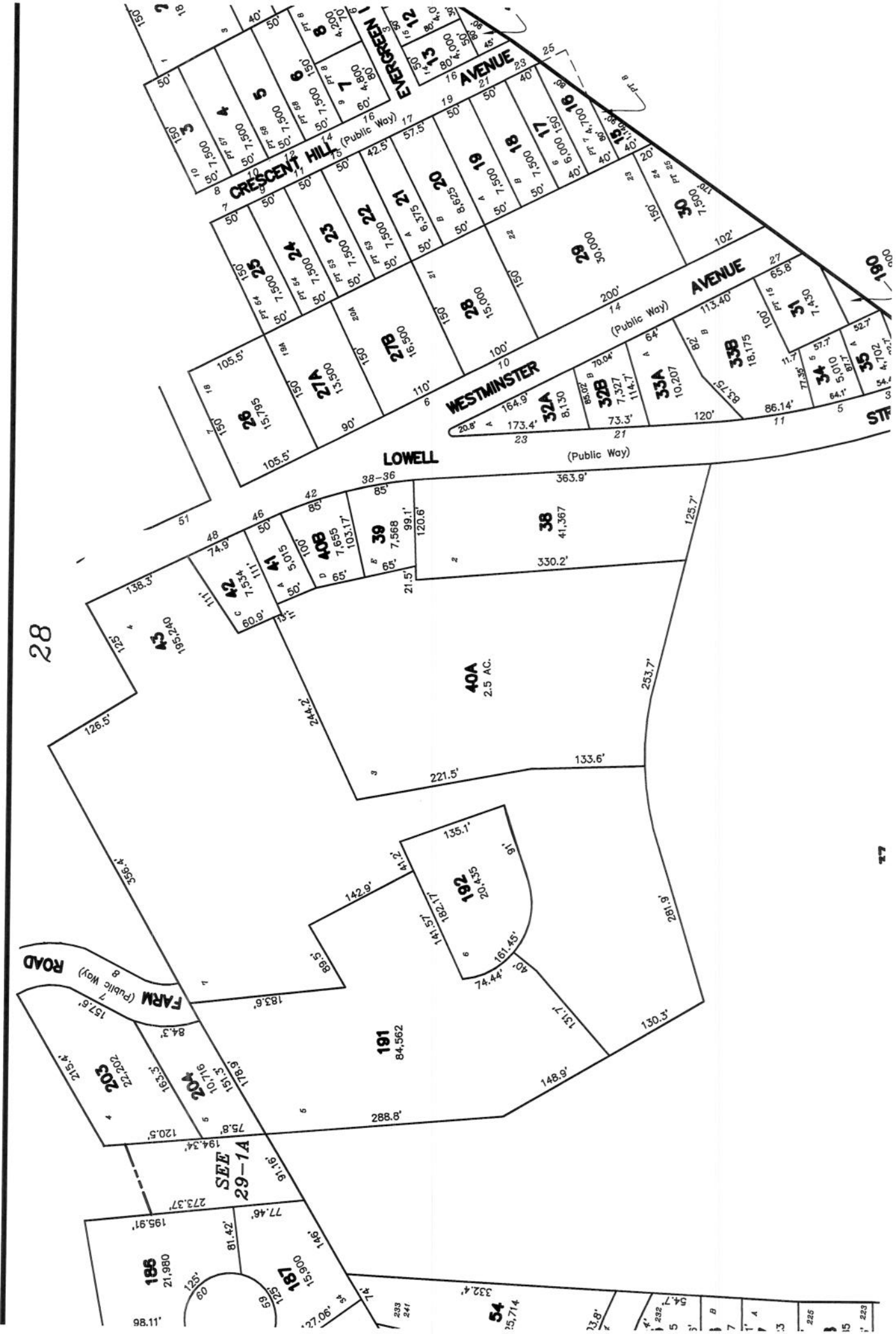


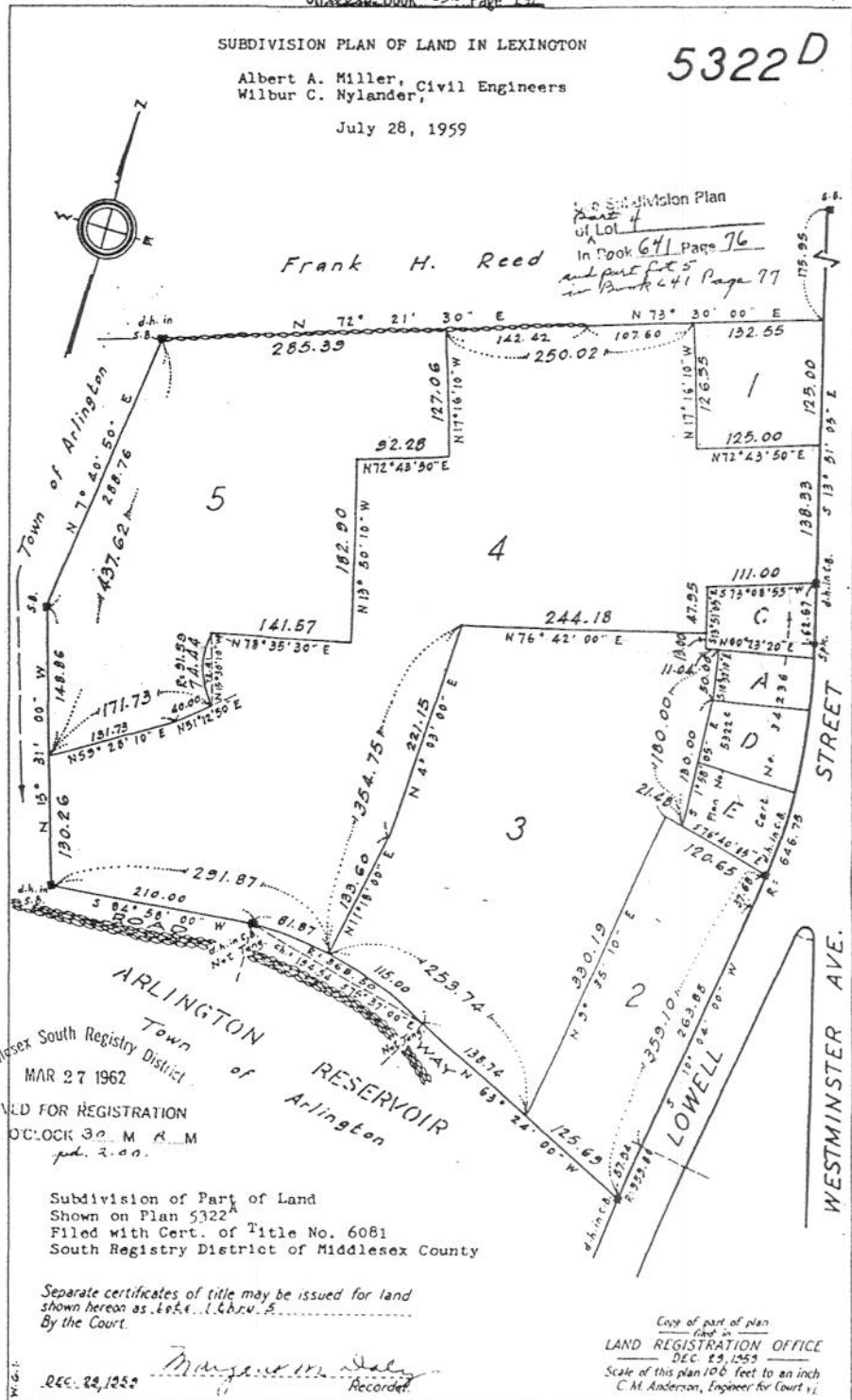
EXHIBIT C  
PLANS OF LAND

SUBDIVISION PLAN OF LAND IN LEXINGTON

5322<sup>D</sup>

Albert A. Miller, Civil Engineers  
Wilbur C. Nylander,

July 28, 1959



Frank H. Reed

Subdivision Plan  
of Lot 4  
in Book 641 Page 76  
and part of 5  
in Book 41 Page 77

Middlesex South Registry District  
MAR 27 1962

RECEIVED FOR REGISTRATION  
7 O'CLOCK 30 M A M  
p.d. 2.00.

Subdivision of Part of Land  
Shown on Plan 5322  
Filed with Cert. of Title No. 6081  
South Registry District of Middlesex County

Separate certificates of title may be issued for land  
shown hereon as lots 1, 2, 3, 4, 5  
By the Court.

Copy of part of plan  
LAND REGISTRATION OFFICE  
DEC 29 1959  
Scale of this plan 100 feet to an inch  
C. M. Anderson, Engineer for Court

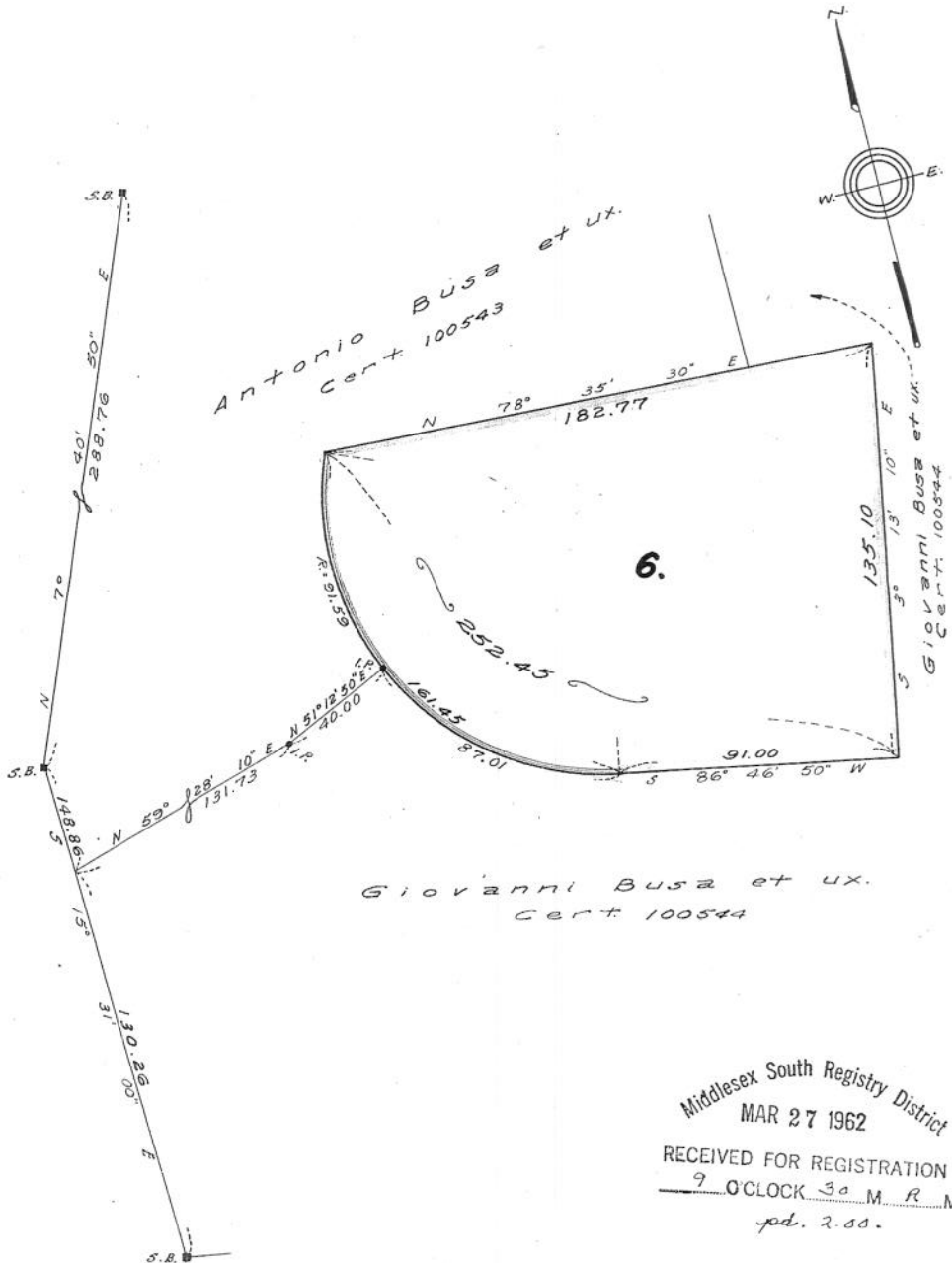
REC. 28, 1959  
M. J. [Signature]  
Recorded

5322<sup>E</sup>

SUBDIVISION PLAN OF LAND IN LEXINGTON

John J. Sullivan, Surveyor

May 2, 1960



Giovanni Busa et ux. Cert. 100544

Middlesex South Registry District  
 MAR 27 1962  
 RECEIVED FOR REGISTRATION  
 9 O'CLOCK 30 M. R. M  
 pd. 2.00.

Subdivision of Part of Lot 4  
 Shown on Plan 5322<sup>D</sup>  
 Filed with Cert. of Title No.....  
 South Registry District of Middlesex County  
 Separate certificates of title may be issued for land  
 shown hereon as Lot 6.....  
 By the Court.

Margaret M. Daly  
 Recorder.

DEC. 23, 1959  
 A.R.R.

Copy of part of plan  
 filed in  
 LAND REGISTRATION OFFICE  
 DECEMBER 29, 1959  
 Scale of this plan 40 feet to an inch  
 C.M. Anderson, Engineer for Court 1/2

EXHIBIT D  
DISCLOSURE OF BENEFICIAL INTEREST  
IN REAL PROPERTY TRANSACTION

This form contains a disclosure of the names and addresses of all persons with a direct or indirect beneficial interest in the real estate transaction described below as sellers. This form must be filed with the Massachusetts Division of Capital Asset Management, as required by M.G.L. c.7, §40J, prior to the conveyance of or execution of a disposition for the real property described below.

1. Public Agency (as defined in G.L. c. 7, §39A) involved in this transaction:

Town of Lexington, Massachusetts  
Lexington Town Hall, 1625 Massachusetts Avenue, Lexington, Massachusetts 02420

2. Complete legal description of the property:

See Exhibit A, attached hereto.

3. Type of Transaction:  Sale                       Disposition or rental for [term]

4. Seller: Dennis Busa, Francis Busa and Gay McGarvie

Purchaser: The Town of Lexington, Massachusetts

5. Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the real property described above as sellers. Note: If a corporation has, or will have a direct or indirect beneficial interest in the real property, the names of all stockbrokers must also be listed except that, if the stock of the corporation is listed for sale to the general public, the name of any person holding less than 10 percent of the outstanding voting shares need not be disclosed:

Name:

Address:

Dennis Busa

\_\_\_\_\_

Francis Busa

\_\_\_\_\_

Gay McGarvie

\_\_\_\_\_

None of the persons listed in this section is an official elected to public office in the Commonwealth of Massachusetts except as noted below:

Name:

Title or position:

\_\_\_\_\_

\_\_\_\_\_

6. This form must be signed by the individual(s) or organization(s) entering into this real property transaction with the public agency named in item 1. If this form is signed on behalf of a corporation, it must be signed by a duly authorized officer of that corporation.

The undersigned acknowledges that any changes or additions to item 4 of this form during the term of any Disposition or rental will require filing a new disclosure with the Division of Capital Asset Management within 30 days following the change or addition.

The undersigned swears under the pains and penalties of perjury that this form is complete and accurate in all respects.

Signature: \_\_\_\_\_

Date: May \_\_, 2009

Signature: \_\_\_\_\_

Date: May \_\_, 2009

Signature: \_\_\_\_\_

Date: May \_\_, 2009