

SECOND AMENDMENT TO HOST COMMUNITY AGREEMENT

WHEREAS (1) the Town of Wenham (the “Town”), acting by and through its board of Selectmen and (2) Janice L. Flynn, as the Personal Representative of the Estate of William J. Flynn, along with said Estate’s successors and assigns and their successors and assigns, as owners of the whole or any portion of the Lakeview property (“Property”) as defined under a 2016 Host Community Agreement, as amended on February 2, 2016 (“2016 HCA”) (hereinafter “Seller”), with a notice address at 5 Barker Road, Boxford, Massachusetts 01921, and (3) Atlantic Tambone, Inc., with a notice address of 6 Kimball Lane, Lynnfield, MA, a Massachusetts corporation, which intends to acquire all or a portion of the Property, and its successors and assigns, including any affiliate designated by it to acquire title to the whole or any portion of the Property (the “Developer”) are and shall be parties to the 2016 HCA; and

WHEREAS, capitalized terms used in this Second Amendment and not otherwise defined shall have the meanings assigned to such terms in the 2016 HCA; and

WHEREAS the HCA, among other things, provides for a designated “Development Area” and “Roadway” in the approximate locations shown on the Project Plan attached as Exhibit D to the 2016 HCA; and

WHEREAS, Section 3(h) of the 2016 HCA contemplated that the Development Area and Roadway would be subject to refinement during the course of the design and permitting phases of the Project; and

WHEREAS, after consideration of existing site topography and landscaping and related due diligence, and with due regard for the preservation of existing vistas and trees on the property, the Developer has determined that the Development Area and Roadway should be modified as reflected on Exhibit D-1 attached hereto; and

WHEREAS, the Developer has requested and agrees and the Seller and the Town have agreed, that the Project Plan shall be amended to reflect the revised locations of the Roadway and the Development Areas as shown in Exhibit D-1, however, notwithstanding the dimensions shown on Exhibit D-1, a minimum setback of 500 feet shall be maintained between Route 1A and any new home in the Project and the minimum forty percent (40%) open space requirement shall be fully satisfied and shall be confirmed by as-built plans before occupancy permits are issued;

WHEREAS the parties wish to amend the 2016 HCA to substitute the new Project Plan as shown on Exhibit D-1, but with the dimensions required under the 2016 HCA to remain in full force and effect;

NOW THEREFORE, in consideration of the mutual promises of the parties contained herein and other good and valuable considerations, the receipt of which is hereby acknowledged, the Parties, on behalf of themselves, their successors and assigns, hereby covenant and agree as set forth herein.

1. The 2016 HCA shall be amended at ¶3, page 2 by deleting the reference to Exhibit D as attached thereto and by substituting in lieu thereof a reference to Exhibit D-1, which is attached to this Second Amendment as an exhibit and with the Project as set forth in Exhibit D-1 to continue to be subject to all of the dimensional requirements enumerated in the 2016 HCA at ¶3, page 2, subparagraphs (a) through (h) and thereafter.

2. Except as specifically amended hereby, the 2016 HCA is hereby ratified and confirmed and shall remain in full force and effect. From and after the date hereof, all references to the 2016 HCA shall be construed as references to the 2016 HCA as amended by this instrument.

3. A true copy of the 2016 HCA is attached hereto as Exhibit 1.

Exhibits:

Exhibit 1. The 2016 HCA, as amended on February 2, 2016.

Exhibit D-1. Project Plan, entitled “Proposed Flexible Development Layout Plan,” prepared and signed and stamped by Vaclav Talacko, Professional Engineer, dated December 7, 2015, as revised through June 24, 2016.

Executed this _____ day of _____, 2016.

SELLER: ESTATE OF WILLIAM J. FLYNN

By: _____
JANICE L. FLYNN, Personal Representative

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this ___ day of _____, 2016, before me, the undersigned Notary Public, personally appeared the above-named, Janice L. Flynn, who signed the foregoing document and proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed above and who acknowledged to me she signed it voluntarily for its stated purpose on behalf of the Estate of William J. Flynn.

Notary Public
My commission expires:

DEVELOPER: ATLANTIC TAMBONE, INC.

BY: _____
ROBERT F. TAMBONE, President and Treasurer

I, Robert F. Tambone, certify I am Secretary/Clerk of Atlantic Tambone, Inc. and, as Clerk, certify I am the President and Treasurer of Atlantic Tambone, Inc.

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this ___ day of June 2016, before me, the undersigned Notary Public, personally appeared the above-named, Robert F. Tambone, who signed the foregoing document and proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed above and who acknowledged to me he signed it voluntarily for its stated purposes on behalf of Atlantic Tambone, Inc. and as President and Treasurer and Secretary/Clerk of Atlantic Tambone, Inc.

Notary Public
My commission expires:

TOWN: TOWN OF WENHAM
By its Board of Selectmen By a vote duly taken at a posted meeting on June 28, 2016

Catherine Harrison

Jack Wilhelm

John Clemenzi

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this 28th day of June, 2016, before me, the undersigned Notary Public, personally appeared the above-named _____, a member of the Town of Wenham Board of Selectmen, who signed the foregoing document and proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed above and who acknowledged to me that s/he signed it voluntarily for its stated purpose on behalf of the Town of Wenham.

Notary Public
My commission expires:

