

## HOST COMMUNITY AGREEMENT

This Host Community Agreement (the "HCA") is entered into by and between the Town of Wenham (the "Town"), acting by and through its Board of Selectmen, Janice L. Flynn, as the Personal Representative of the Estate of William J. Flynn, along with its successors and assigns ("Seller") having its notice address at 5 Barker Road, Boxford, Massachusetts 01921, on behalf of themselves, their successors and assigns, and Atlantic Tambone, Inc., a Massachusetts corporation, and its successors and assigns, including any affiliate designated by it to acquire title to the whole or any portion of Lakeview (as hereinafter defined) ("Developer"). This HCA represents the understanding between the Town, the Seller and the Developer (the "Parties") with respect to a Notice of Intent to Convert to Other Use Pursuant to M.G.L. c. 61B, §9 (attached as Exhibit A) and the agreement by the Town to support the development described below.

### RECITALS

WHEREAS the Seller owns and intends to sell to the Developer a parcel of land known as Lakeview Golf Course ("Lakeview"), located at 56-60 Main Street, containing approximately 32.4 acres, and shown on Wenham Assessors Map #27 as parcels 36 and 44, and as further described in Deeds to William J. Flynn dated June 11, 1973, recorded in Book 5982, Pages 439, 444, 445, and 446 at the Southern Essex Registry of Deeds and attached hereto as Exhibit B; a part of which is subject to a Recreational Land Tax Lien recorded with the same registry in Book 11572, Page 147 and attached hereto as Exhibit C.

WHEREAS the Seller and Developer propose to convert the use of a portion of Lakeview and develop a residential condominium complex more particularly described in Section 1 below (herein, the "Project").

WHEREAS a portion of Lakeview is subject to the Town's Right of First Refusal under M.G.L. c.61B, §9.

WHEREAS the Town must, by February 16, 2016, send to the Seller either notice that the Seller's Notice of Intent to Convert to Other Use is deficient, or an appraisal of the portion of Lakeview that is subject to M.G.L. c. 61B, §9.

WHEREAS the Town possesses a material interest in exercising its Right of First Refusal to purchase the land subject to M.G.L. c.61B and will only consider electing to forego its right at this time provided Lakeview is developed as a "Flexible Development" pursuant to section 11.1 of the Zoning By-laws and in consideration of the other agreements with the Seller and the Developer outlined below.

WHEREAS the development of Lakeview as a "Flexible Development" is anticipated to take significantly longer than the time by which the Town must act pursuant to M.G.L. c. 61B, §9.

WHEREAS the Parties therefore wish to toll the time by which the Town must respond to the Seller's Notice of Intent to Convert to Other Use as herein provided.

WHEREAS the Seller and the Developer wish to enter into this non-regulatory HCA with the Town to memorialize their commitments through the alternate means discussed herein.

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 initial term within which the Town may respond to the Seller's Notice of Intent to Convert to Other Use by either (a) sending notice that the Seller's Notice of Intent to Convert to Other Use is deficient, or (b) providing an appraisal of the portion of Lakeview that is subject to M.G.L. c. 61B, §9 is extended through February 16, 2016.

2. In the event that the Town does not act pursuant to Section 1, above, by February 16, 2016, the time within which the Town must respond to the Seller's Notice of Intent to Convert to Other Use shall be further tolled until the Seller or Developer sends written notice that it has obtained all permits and approvals for a Flexible Development pursuant to Section 7, in which case the lien shall be released as provided for therein, or the Seller or Developer provides written notice that it is reactivating the Notice of Intent to Convert to Other Use pursuant to Section 8, in which case the Town may pursue its options as outlined therein.

3. The Developer shall develop Lakeview only as a residential "Flexible Development," pursuant to section 11.1 of the Zoning By-laws of the Town of Wenham. Lakeview shall be developed substantially within the parameters shown on a plan entitled: "Proposed Flexible Development Plan" attached hereto as Exhibit D (the "Project Plan"), subject to the following terms and conditions:

a) The dwelling units in the Project may be developed in a combination of single-family, two-family and/or multi-family structures, and the final unit count shall be established in accordance with Section 11.1.10 of the By-Law.

b) All new buildings in the Project shall be sited within the areas shown as "Development Areas" on the Project Plan. No buildings or improvements (other than roadways and underground utilities in accordance with the By-Law) shall be developed outside of the Development Areas.

c) A minimum setback of 500 feet shall be maintained between Route 1A and any of the new homes in the Project. The foregoing setback

shall not apply, however, to any reconstruction, alteration or addition to the existing structures in Lakeview within the designated Development Areas shown on the Project Plan. The Developer shall retain the discretion to retain, modify, expand, demolish or reconstruct, in whole or in part, said existing structures as part of the Project, subject to the terms and conditions of the Required Permits (as that term is defined below).

d) A minimum of forty percent (40%) of Lakeview shall be maintained as contiguous Open Space. The Open Space shall be part of the common areas of the Project and shall be subject to a Conservation Restriction. This Conservation Restriction shall be provided in accordance with M.G.L. c.184, §§31-33, shall require that the Open Space be maintained in perpetuity in an open state and used for conservation, preservation of scenic vistas and private recreational use for the benefit of the residents of the Project, and shall otherwise be on terms reasonably acceptable to the Seller and the Developer.

e) It is intended that the roadway serving the development shall be constructed in the approximate configuration of the "Roadway" shown on the Project Plan.

f) The Project shall comply with all other applicable requirements of the Flexible Development By-Law, and all other state and local laws, ordinances, policies, and regulations governing the property, including without limitation, those pertaining to water conservation, wetlands, zoning matters, historic preservation, subdivision control, curb cuts and stormwater management.

g) The Project may be developed in phases.

h) The Parties acknowledge that the Project Plan has been prepared without the benefit of full engineering and design review. Therefore, the exact location and boundaries of the Development Areas, Open Space and Roadway are subject to refinement during the design and permitting phase.

4. The Developer shall not develop Lakeview under any otherwise allowable statute or by-law, including, but not limited to: M.G.L. c.40B, M.G.L. c.41, §§81K-GG (by right subdivision under the *Subdivision Control Law*), or any other development scheme that would otherwise be allowed or allowable under the Zoning By-laws of the Town of Wenham; *provided, however*, that this restriction shall not be deemed to restrict the Developer's ability to subdivide Lakeview under c.41, §§81K-GG, where such subdivision is necessary or convenient in conjunction with the financing of the Project, for the purpose of acquiring and developing the premises in multiple phases, and the plans and approvals for such phased acquisitions shall be deemed to be included within the Required Permits described below.

The Town further agrees that this Agreement shall not prohibit the Developer or its successors and assigns from proposing modifications to the Project after it is approved provided that such modifications are allowable under the Flexible Development By-Law as the same may be amended from time to time.

Notwithstanding the restriction contained in this Section 4, if the holder of record of a first mortgage granted to a state or national bank, state or federal savings and loan association, cooperative bank, mortgage company, trust company, insurance company or other institutional or governmental lender shall acquire the Project by reason of foreclosure or similar remedial action under the provisions of such mortgage or upon conveyance of the Project in lieu of foreclosure, and provided that the holder of such mortgage has given the Town not less than ninety (90) days' prior written notice of its intention to foreclose upon its mortgage or to accept a conveyance of the Project in lieu of foreclosure or other remedial action, and the Town has failed within such ninety (90) days to locate a purchaser for the Project who is capable of completing construction and development of the Project for the uses permitted under this Agreement and the Required Permits and who is reasonably acceptable to such mortgage holder, then the rights and restrictions herein contained shall not apply to such mortgage holder upon such acquisition of the Project or to any purchaser of the Project from such mortgage holder, and the Project shall thereafter be free from this restriction.

5. The parties acknowledge that the ultimate development of Lakeview as a Flexible Development depends, in part, on matters not presently within the Developer's full control (i.e. the Developer needs to obtain financing, and permits that have not been applied for yet). Nothing contained in Section 3 or Section 4 will be construed so as to obligate the Developer to actually construct a Flexible Development on the ground; these Sections instead serve to eliminate the availability of alternative forms of development.

6. The Developer shall implement all water conservation measures proscribed by the Wenham Water Department.

7. At such time as the Developer has received a Flexible Development Special Permit and all other necessary permits and approvals for the development described in Section 3 above, and all appeal periods have run, it shall send written notice of same to the Town. Within 10 days after receipt of such written notice, the Town shall issue to the Seller/Developer a Notice of Non-Exercise of its Right of First Refusal to remove the lien identified in Exhibit C and to release Lakeview from all rights to purchase under M.G.L c. 61B §9 in the form attached hereto as Exhibit E. It is understood and agreed that in the event of any inconsistency between the terms of the Flexible Development Special Permit and the terms of this Agreement, the terms of the Flexible Development Special Permit shall control and that the issuance of a Certificate of Occupancy with respect to any portion of the Project shall constitute certification by the Town that such portion of the Project is in compliance with all applicable terms of this Agreement.

8. The Developer or Seller may provide the Town with written notice that it is reactivating the Notice of Intent to Convert to Other Use attached as Exhibit A. This notice may be provided upon a denial of the Flexible Development Special Permit or any other necessary permit and approval for the Project described in Section 3 (the "Required Permits"), or if the Developer or Seller, for any reason, wishes to restart the M.G.L. c.61B, §9 process.

Upon receipt by the Town of such reactivation notice, the Town, within 20 days of receipt thereof, shall either: send notice to the Seller challenging the sufficiency of the Notice of Intent to Convert to Other Use, or shall send to the seller a copy of the Town's appraisal of the property subject to M.G.L. c. 61B, §9 (the Original Appraisal), the Seller shall have 20 days to notify the Town (the "Seller's Notice") that Seller is dissatisfied with the Original Appraisal and shall have an additional 30 days after delivery of the Seller's Notice to submit to the Town a second appraisal of the fair market value of the property subject to M.G.L. c. 61B, §9 (the "Second Appraisal") prepared by an appraiser selected by Seller at Seller's sole cost and expense. If within 30 days after the submission of the Second Appraisal to the Town, the Town and the Seller cannot agree on the fair market value of the land that is subject to M.G.L. c. 61B, §9, the Town and the Seller will jointly contract with a third mutually acceptable appraiser for a third appraisal of the fair market value of such land (the "Third Appraisal"), the cost of which will be borne equally by both the Town and the Seller. The Third Appraisal shall be delivered to the Town and the Seller as promptly as practicable and shall be binding on both Parties as the final determination of the fair market value of the property subject to M.G.L. c.61B, §9.

Upon agreement of a consideration, the Town shall then have 120 days to exercise its option. The Town may exercise the option only after a public hearing followed by written notice signed by the Board of Selectmen, mailed to the Seller by certified mail at the address specified below. Said notice of exercise shall also be recorded at the Essex County registry of deeds and shall contain the name of the Seller and a description of the property subject to M.G.L. c.61B, §9. The Town shall include with said notice a proposed purchase and sale contract or other agreement between the Town and the Seller which, if executed, shall be fulfilled within a period of not more than 90 days after the date the contract or agreement, endorsed by the Seller, is returned by certified mail to the Board of Selectmen, or upon expiration of any extended period that the Seller has agreed to in writing, whichever is later.

Notwithstanding the foregoing, at any time following receipt of the Original Appraisal until such time as there is a final consideration, the Seller may revoke its Notice of Intent to Convert with no recourse to the Town, the Developer, or the Seller.

9. Upon receipt of the written notice of the reactivation of the Notice of Intent to Convert to Other Use, as provided for in Section 8 above, the Developer and the

Seller shall be released from all liability and from all obligations under Sections 3-6 of this Agreement.

In addition, the obligations contained in Section 4 shall automatically terminate upon the issuance of the Certificate of Occupancy for the last unit constructed as a part of the Project under the Flexible Development Special Permit.

In either case, the Town shall issue a certificate to the Seller in recordable form evidencing such termination promptly upon request, but in any event within 20 days of such request.

10. This HCA reflects the entire agreement between the parties. Any prior or simultaneous correspondence, understandings, agreements, and representations are null and void upon execution hereof, unless set out in this HCA.

11. This HCA shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

12. If any term or provision of this HCA, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this HCA, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, then in such event, this HCA shall be deemed void and without recourse to the parties hereto except that any action taken hereunder shall be rescinded by the parties hereto.

13. This HCA may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, but all of which together shall constitute one instrument.

14. All notices or requests required or permitted hereunder shall be in writing and addressed, if to the Town as follows:

Peter Lombardi, Town Administrator  
Town of Wenham  
Wenham Town Hall  
138 Main Street  
Wenham, MA 01984

With a copy to:

Thomas J. Harrington  
Miyares and Harrington LLP  
40 Grove Street  
Suite 190  
Wellesley, MA 02482

If to the Developer to:

Mark B. Glovsky  
Glovsky & Glovsky LLC  
Eight Washington Street  
Beverly, MA 01915

If to Seller to:

Janice L. Flynn, Personal Representative of the Estate of William J. Flynn  
5 Barker Road  
Boxford, MA 01921

With a copy to:

Daniel W. Doherty  
c/o MacLean Holloway Doherty, P.C.  
8 Essex Center Drive  
Peabody, MA 01960

Each of the Parties shall have the right by notice to the others to designate additional parties to whom copies of notices must be sent, and to designate changes in address. Any notice shall have been deemed duly given if mailed to such address postage prepaid, registered or certified mail, return receipt requested, on the date the same is received or when delivery is refused, or if delivered to such address by hand or by nationally recognized overnight courier service, fees prepaid, when delivery is received or when delivery is refused, or if transmitted by facsimile or other electronic means with confirmatory original by one of the other methods of delivery herein described, on the date so transmitted by facsimile or other electronic means.

15. The Developer and/or the Seller may assign their rights and obligations under this HCA to any other party or entity with the written permission of the Town, which shall not be unreasonably withheld, conditioned or delayed. The foregoing provision shall not be in derogation of the Developer's right to designate a nominee to take title to Lakeview or any portion thereof. Furthermore, the Town agrees that it shall not have the right to withhold consent to the Developer's assignment of rights hereunder to the Seller or to any substitute developer having experience with the development of residential projects of comparable size and scale to the Project so long as such developer produces evidence that it has secured construction financing from an institutional lender upon customary terms and conditions.

16. The PARTIES respectively represent and warrant that:

a. Each is duly organized and existing and in good standing, has the full power, authority and legal right to enter into and perform this HCA, and the execution, delivery and performance hereof and thereof (i) will not violate any judgment, order, law, bylaw or regulation, and (ii) do not conflict with, or constitute a default under, any agreement or instrument to which either is a party or by which either party may be bound or affected; and

b. This HCA has been duly authorized, executed and delivered; this HCA constitutes legal, valid and binding obligations of each party, enforceable in accordance with its terms; there is no action, suit or proceeding pending or, to the knowledge of either party, threatened against or affecting either wherein an unfavorable decision, ruling or finding would materially adversely affect the performance of any obligations hereunder, except as otherwise specifically noted in this HCA.

17. If and to the extent that either party is prevented from performing its obligations hereunder by an event of *force majeure*, such party shall be excused from performing hereunder and shall not be liable in damages or otherwise, and the parties instead shall negotiate in good faith with respect to appropriate modifications to the terms hereof. For purposes of this HCA, the term *force majeure* shall mean the supervening causes described here, each of which is beyond the reasonable control of the affected party: acts of God, fire, earthquake, floods, explosion, actions of the elements, war, terrorism, riots, mob violence, a general shortage of labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strikes, lockouts, actions of labor unions, condemnation, laws or orders of governmental or military authorities or any other cause similar to the foregoing, not within the control of such party obligated to perform such obligation.

18. Failure by the Town, the Seller or the Developer to perform any term or provision of this HCA shall not constitute a default under this HCA unless the Town, the Seller or the Developer fails to commence to cure, correct or remedy such failure within thirty (30) days of the receipt of written notice of such failure from a non-breaching Party and thereafter fails to complete such cure, correction or remedy within ninety (90) days of the receipt of such written notice, or, with respect to defaults which cannot be remedied within such ninety (90) day period, within such additional period of time as is required to reasonably remedy such default, if the Town, the Seller or the Developer, as the case may be, is exercising due diligence in the remedying of such default. No default by the Seller or the Developer shall ever result in the divestment or forfeiture of title or the creation of any lien.

19. This HCA shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

20. Upon the issuance and recording of the Notice of Non-Exercise of Right of First Refusal referred to in Section 7, if any, this HCA shall be recorded in the Essex County Registry of Deeds and appropriately indexed to the Lakeview chain of title, at which time the terms of this HCA shall be deemed to run with the land and shall bind all successors and assigns of the Seller and the Developer.

21. Upon request by any owner or mortgagee, or prospective owner or mortgagee, of any portion of Lakeview, the Town shall within thirty (30) days execute and deliver to such requesting party any document, including an estoppel certificate, which certifies compliance with the terms of this Agreement.

*[Remainder of page intentionally left blank]*

Executed as an instrument under seal this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

SELLER:

ESTATE OF WILLIAM J. FLYNN

By: \_\_\_\_\_  
JANICE L. FLYNN, Personal Representative

DEVELOPER:

By: \_\_\_\_\_

TOWN:

TOWN OF WENHAM  
By its Board of Selectmen

  
\_\_\_\_\_  
Catherine Harrison

\_\_\_\_\_  
Jack Wilhelm

  
\_\_\_\_\_  
John Clemenzi

Executed as an instrument under seal this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

SELLER:

ESTATE OF WILLIAM J. FLYNN

By: Janice L Flynn  
JANICE L. FLYNN, Personal Representative

DEVELOPER:

By: \_\_\_\_\_

TOWN:

TOWN OF WENHAM  
By its Board of Selectmen

\_\_\_\_\_  
Catherine Harrison

\_\_\_\_\_  
Jack Wilhelm

\_\_\_\_\_  
John Clemenzi

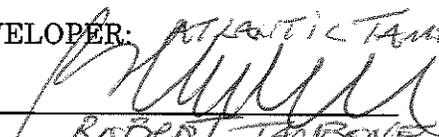
Executed as an instrument under seal this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

SELLER:

ESTATE OF WILLIAM J. FLYNN

By: \_\_\_\_\_  
JANICE L. FLYNN, Personal Representative

DEVELOPER: *ATLANTIC TAMBONE, LLC*

By:   
ROBERT TAMBONE, PRES.

TOWN:

TOWN OF WENHAM  
By its Board of Selectmen

\_\_\_\_\_  
Catherine Harrison

\_\_\_\_\_  
Jack Wilhelm

\_\_\_\_\_  
John Clemenzi

MACLEAN HOLLOWAY DOHERTY, P.C.  
ATTORNEYS AT LAW

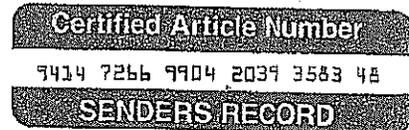
8 ESSEX CENTER DRIVE, PEABODY, MA 01960  
TEL: (978) 774-7123 FAX (978) 774-7164  
[www.mhdpc.com](http://www.mhdpc.com)

DANIEL W. DOHERTY  
Direct Dial: (978) 762-5813  
Email: [ddoherty@mhdpc.com](mailto:ddoherty@mhdpc.com)

November 9, 2015

✓ Board of Selectman, c/o Town Clerk  
Town Administrator  
Board of Assessors  
Planning Board  
Conservation Commission  
Wenham Town Hall  
138 Main Street  
Wenham, MA 01984

via Certified Mail  
via Certified Mail  
via Certified Mail  
via Certified Mail  
via Certified Mail



State Forester  
Dept. of Conservation and Recreation  
251 Causeway Street, Suite 900  
Boston, MA 02114-2104

via Certified Mail

NOTICE UNDER M.G.L. ch.61B § 9  
STATEMENT OF INTENT TO CONVERT  
STATEMENT OF PROPOSED USE OF LAND

LAND: 56 – 60 Main Street, Wenham, MA  
Assessor's Map Nos. 27 and 37; Parcels 44 and 36  
Southern Essex District Registry of Deeds Book 5982, Page 439

OWNER OF RECORD: William J. Flynn (deceased)  
c/o Janice L. Flynn, Personal Representative of the Estate of William J. Flynn  
(Essex Probate Docket No. ES15P2740EA)  
5 Barker Road  
Boxford, MA 01921  
Phone: (978) 774-5654

Gentlemen and Ladies:

Please be advised that this office represents Janice L. Flynn in regard to the real property located at 56 – 60 Main Street, Wenham. This letter shall serve as Notice of Intent to Convert to Other Use as required under M.G.L. ch.61B § 9.

In accordance with the statute, we provide the following:

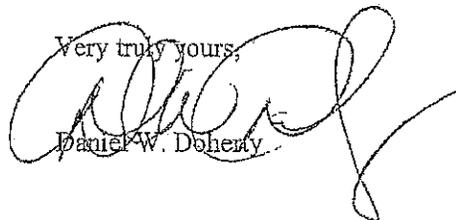
November 9, 2015

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1. **Statement of intent to convert:** The owner intends to convert, or cause to be converted, to residential use that portion of the above-named premises which is classified as recreational land under Chapter 61B.
2. **Statement of proposed use of such land:** The proposed use of the land will be for a residential condominium complex containing fifteen (15) dwelling units, which may include more than 15 units if permits and approvals allow.
3. **Location and acreage of land as shown on a map drawn at the scale of the assessor's map in the city or town in which the land is situated:** The land, containing in total approximately 32.4 acres, is located on the Easterly side of Main Street in the Town of Wenham, as shown on the Assessor's Maps provided herein, and is described in a Deed recorded with the Southern Essex District Registry of Deeds in Book 5982, Page 439 (Tab A). A portion of the property is subject to a Recreational Land Tax Lien recorded with the Registry of Deeds in Book 11572, Page 147 (Tab B) [Parcel 36 – 29.82 acres].
4. **Name, address, and telephone number of landowner:** The landowner is Janice L. Flynn as Personal Representative of the Estate of William J. Flynn, 5 Barker Road, Boxford, MA 01921, (978) 774-5654.
5. **Name, address, and telephone number of landowner's attorney.** The landowner's attorney is Daniel W. Doherty, c/o MacLean Holloway Doherty, P.C., 8 Essex Center Drive, Peabody, MA 01960, (978) 774-7123.

Thank you for your attention to this matter.

Very truly yours,



Daniel W. Doherty

DWD/ajf  
Enclosures

BK 5982 PG 439

We, Margaret M. Batchelder of Marblehead, Essex County, Massachusetts,  
 XXXX FREDERICK C. BATCHELDER, MARGARET M. BATCHELDER and MARY L.  
 GOGSWELL, all of Wenham, Essex County, Massachusetts, and  
 ALBERTA G. LAMONT of Pittsburgh, Pennsylvania, for consideration  
 paid, grant to WILLIAM J. FLYNN<sup>3 Flynn Ave</sup> of Danvers, with QUITCLAIM  
 COVENANTS, the following parcels of land with buildings thereon,  
 situated on the Easterly side of Main Street in the Town of  
 Wenham, County of Essex, Commonwealth of Massachusetts, bounded  
 and described as follows: (CONSIDERATION IS \$96,134.00)

PARCEL ONE

Commencing at driveway by land now or formerly of W. Batchelder  
 and thence running 85 feet more or less by highway called Main  
 Street to Elm tree thence running 225 feet more or less to ditch  
 or brook thence turning and running 85 feet by said ditch to said  
 driveway thence turning and running 200 feet by said driveway to  
 point of beginning.

Being same premises conveyed by Mary A. Batchelder to Fred M.  
 Batchelder by deed dated May 24, 1910, recorded in Essex South  
 District Registry of Deeds, Book 2014, Page 223.

PARCEL TWO

A certain parcel of land situated in said Wenham being bounded  
 and described as follows:

Commencing at corner of land of Fred M. Batchelder and Ethel M.  
 Batchelder, 260 feet from highway and running 375 feet Easterly  
 by land of Mabel L. Patch and Ethel M. Batchelder, thence turning  
 and running Northerly, 438 feet, more or less, by land of Ethel  
 M. Batchelder to corner of cemetery with right of way for team  
 along this line to Joseph Edmund Batchelder across to his land,  
 thence turning and running Easterly 210 feet; thence turning and  
 running Northerly by land of Joseph Edmund Batchelder, 220 feet  
 to corner of Tarr boundary; thence turning and running Easterly  
 by land of Tarr, 479 feet, more or less; thence turning and  
 running Southeasterly by land of said Tarr, 187 feet, more or  
 less; thence turning and running Southerly by land of said Tarr,  
 880 feet, more or less to corner of stone wall, thence turning  
 and running Easterly and Southerly, 325 feet, more or less, by  
 land of said Tarr to spring and brook; thence turning and run-  
 ning Westerly by Wenham Pond Brook, so-called, 1000 feet, more  
 or less, to corner of land of Ethel M. Batchelder; thence turning  
 and running Northerly by land of Batchelder to bounds first  
 mentioned.

Being same premises conveyed to Fred M. Batchelder by deed of  
 Mary A. Batchelder dated July 30, 1910, recorded in Essex South  
 District Registry of Deeds, Book 2766, Page 275.

*3 Flynn Ave - Danvers*

BK5982 PG440

PARCEL THREE

Land in Wenham, Essex County, Massachusetts, bounded and described as follows:

Beginning at stone bound at Northwesterly corner of lot on Main Street at point 50.08 feet Southerly from Massachusetts highway bound locating end of curve of 1932 lay out for Wenham, Mass.; thence running Westerly by land of grantor, 259.84 feet to stone bound at Northeast corner of lot; thence running at angle of 90° 02' and running Southerly by land of Fred L. Batchelder, 133.5 feet to center of brook, thence turning and running Westerly along center of brook and Southerly by land of Fred M. Batchelder on two courses, 212 feet and 80 feet, respectively, to Main Street; thence turning and running Northerly by curve on Main Street in accordance with 1932 Mass. Highway L. O., 14 feet to point of beginning.

Being same premises described in deed from Ethel B. Wentworth to Fred M. Batchelder by deed dated January 16, 1934, recorded in said Registry of Deeds, Book 2980, Page 598.

PARCEL FOUR

Land in Wenham, Essex County, Massachusetts, bounded and described as follows:

Beginning at Main Street at point by land now or formerly of F. M. Batchelder, running Easterly about 225 feet; thence turning and running Northerly by land now or formerly of F. M. Batchelder about 90 feet to Way, thence turning and running by Way about 62 feet; thence turning and running Southerly by land of Mabel L. Patch, 162 feet; thence turning and running Westerly by land now or formerly of M. A. Batchelder, about 260 feet to Main Street; thence turning and running Northerly by Main Street, 60 feet to point of beginning.

Being the same premises conveyed to Fred M. Batchelder by deed of Mary A. Batchelder, dated August 12, 1910, recorded in Essex South District Registry of Deeds, Book 2766, Page 276.

PARCEL FIVE

A certain parcel of land situated in Wenham, Essex County, Massachusetts, bounded and described as follows:

On South by land now or formerly of ice railroad of Gage & Company which divides land being described from land formerly of Tyrrell; East by land now or formerly of Eastern Railroad Company; North by Miles Brook, so-called; and West by land formerly of Addison Gage or Addison Gage & Company. Containing about 5 acres. Together with all rights of way appurtenant thereto, but subject to right of City of Salem to lay and maintain water pipe across same, as set forth in deed of Frank A. Whitman to said City of Salem, dated January 7, 1895 and recorded in said Registry, Book 1435, Page 25.

Being same premises conveyed to Fred M. Batchelder by deed of A. Angie M. Adams, Admx., 3-26-30, recorded in Essex South District Registry of Deeds, Book 2841, Page 227.

PARCEL SIX

A certain parcel of land situated in Wenham, Essex County, Massachusetts, shown on plan made by Henry L. Eaton, Surv., Oct. 1894, containing about 1/2 Acre, more or less, bounded and described as follows:

Southwesterly and Westerly on Main Street in two courses, 61 3/4 feet and 116 3/4 feet, respectively; Northerly and Northwesterly by brook and land now or formerly of Batchelder in four courses, 62 feet; 39 feet; 55 1/2 feet, and 80 feet; respectively; Easterly on land now or formerly of Tirrell, 110 feet; Southwesterly by Wenham Pond Railroad strip, 132 feet.

PARCEL SEVEN

That parcel of land situated in Wenham, Essex County, Massachusetts, shown on said plan, above mentioned, as containing 40948 square feet, between County Road and Eastern R. R. which was used and occupied for Wenham Pond Railroad, so-called and by its embankment; said lot of land is 1 1/2 rods wide and 1654 1/2 feet long and is bounded:

Northerly by lot first described and by land now or formerly of Tirrell;

Easterly by lot herein described and Southwesterly and Southerly by land now or formerly of said railroad Company and by land now or formerly of Tilton;

Subject to right of Way across said piece of land to meadow now or formerly of Dodge.

PARCEL EIGHT

A certain parcel of land situated in Wenham, Essex County, Massachusetts, shown on said plan, above mentioned, as containing 29184 square feet, and bounded:

Easterly on land now or formerly of said Railroad Company, 271 feet;

Northerly and Northeasterly on land now or formerly of Tirrell in three courses, 72 feet; 203 feet and 127 feet, respectively, and Southwesterly in curved line on piece of land last above described.

Parcels Six, Seven and Eight are the same premises described in deed of Ethel B. Wentworth to Fred M. Batchelder dated May 20, 1930, recorded in Essex South District Registry of Deeds, Book 2845, Page 521.

PARCEL NINE

A certain parcel of land situated in Wenham, Essex County, Massachusetts, on the side of the hill known as "the Peach Tree Lot", bounded and described as follows:

Commencing at corner of roadway and thence running Northerly 240 feet more or less to the Cemetery, thence turning and running

Easterly by the Cemetery, 185 feet to corner of the wall, thence running Southerly, 260 feet to roadway; thence Westerly 185 feet to corner first mentioned.

Being the same premises devised by Joseph L. Batchelder to Ethel Batchelder (See Essex Probate No. 100288) and see also deed, Book 2014, Page 222, said Registry of Deeds; and Will of Ethel B. Wentworth (Essex Probate No. 299,992).

PARCEL TEN

Land in Wenham, Essex County, Massachusetts, bounded and described as follows:

Beginning at the Southeast corner of land now or formerly owned by F. W. Batchelder and by a way leading from Main Street and thence running 240 feet to a cemetery; thence Easterly by said cemetery, 150 feet to a drive way that runs up the hill; thence Southerly 240 feet by the road way to the corner of two roads; thence Westerly to the first corner of the road, 150 feet. All of said measurements being more or less.

PARCEL ELEVEN

Land in Wenham, Essex County, Massachusetts, bounded and described as follows:

Beginning at a point on the Northwesterly corner of a way leading from Main Street and running

Easterly by said way, 150 feet; thence turning and running Southerly 160 feet to land now or formerly of Mary A. Batchelder thence running Westerly 150 feet to other land of said Batchelder, thence turning and running Northerly 162 feet by said land now or formerly of Batchelder to the way and point of beginning.

Parcels Ten and Eleven being the same premises conveyed to Fred M. Batchelder and Margaret M. Batchelder by deed dated March 30, 1970, recorded in Essex South District Registry of Deeds, Book 5676, Page 783.

PARCEL TWELVE

A piece of land situated in Wenham, Essex County, Massachusetts, bounded and described as follows:

Beginning at Northerly side of way leading from Main road and running Northerly by land of E. M. Batchelder, 262 feet to cemetery wall, thence turning and running

Easterly by cemetery wall, 51 feet; thence turning and running Southerly 266 feet by land now or formerly of Batchelder, thence turning and running Westerly by way, 40 feet to land now or formerly of E. M. Batchelder.

PARCEL THIRTEEN

A lot of land in Wenham, Essex County, Massachusetts, bounded and described as follows:

Beginning at corner of Mabel L. Patch lot and running Easterly by way, 225 feet to land now or formerly of E. M. Batchelder; thence turning and running Southerly by land now or formerly of M. A. Batchelder, 152 feet; thence turning and running Westerly by land now or formerly of M. A. Batchelder, 225 feet; thence turning and running Northerly by land now or formerly of Mabel L. Patch, 160 feet to point of beginning.

Parcels Twelve and Thirteen being the same premises conveyed by deed of Mary A. Batchelder, dated August 12, 1910, to Ethel M. Batchelder, recorded in Essex South District Registry of Deeds, Book 2764, Page 591. See also Probate of Ethel B. Wentworth, Essex Probate No. 299,992.

The above described parcels are subject to and with the benefit of all rights, easements of record and subject also to the right and easement of Frederick C. Batchelder and Margaret M. Batchelder for the benefit of their remaining land at 62 Main Street, said Wenham, to use the existing driveway to their property for all purposes for which public ways are used in the Town of Wenham. This right and easement shall run with their land.

Subject to the taxes for the year 1973 which the grantee assumes and agrees to pay.

WITNESS our hands and seals this 11 day of June 1973 1973.

Margaret M. Batchelder
Frederick C. Batchelder
Mary J. Cogswell
Alberta St. Laurent

COMMONWEALTH OF MASSACHUSETTS
DEEDS & RECORDS
220.02
FILED CANCELED CANX
FILED CANCELED CANX
FILED CANCELED CANX

THE COMMONWEALTH OF MASSACHUSETTS

Essex, ss. June 11 1973

Then personally appeared the above named Frederick C. Batchelder and acknowledged the foregoing instrument to be his free act and deed, before me

Thomas T. Fitzpatrick
Notary Public

My commission expires

BK 5982 PG 444

I, CHARLES F. BATCHELDER of Wellesley, Norfolk County, Massachusetts, Executor of the Estate of Joseph M. Batchelder, late of Marblehead, Essex County Probate Case NO. 316472 and under power of license to sell dated 4 JUNE, 1973, issued by Essex County Probate Court and recorded in Volume 1385 Page 368, and every other power, for consideration paid, grant with QUITCLAIM COVENANTS a one fourth undivided interest to WILLIAM J. FLYNN of Danvers, Essex County, Massachusetts, in the following described property:

Property located at 60 Main Street, Wenham, Essex County, Massachusetts, located on the east side of said Street and being more particularly described in a plan entitled: "Plan of Land, Wenham, Mass., Joseph L. Batchelder Estate, Present Owner 1/1/70, Scale 1"=80', Dec. 22, 1932, traced from Survey by A. G. Henderson, Engineer, Beverly, April 14, 1969, said parcel containing 40,700 sq. ft., as shown on said plan and a second parcel shown on said plan containing 24.3 acres

FOR TITLE: See Estate of Fred M. Batchelder, Essex County Probate Case No. 224215. Also see Estate of Joseph M. Batchelder, Essex County Probate Case No. 316472 and License to Sell dated 4 JUNE 1973, issued by the Essex County Probate Court and recorded in Volume 1385, Page 368 Margaret M. Batchelder, residuary legatee under the Will of Joseph M. Batchelder hereby joins in and assents to this conveyance.

CONSIDERATION FOR THIS CONVEYANCE IS TWENTY THREE THOUSAND EIGHT HUNDRED SIXTY SIX (\$23,866.00) DOLLARS.  
WITNESS My Hand and Seal this 11th day of JUNE 1973.

*Charles F. Batchelder*  
Charles F. Batchelder  
Executor of the Estate of  
Joseph M. Batchelder

*Margaret M. Batchelder*  
COMMONWEALTH OF MASSACHUSETTS

*Essex*, ss

June 11, 1973

Then personally appeared the above-named CHARLES F. BATCHELDER Executor of the Estate of Joseph M. Batchelder, and acknowledged the foregoing instrument to be his free act and deed, before me,

*[Signature]*  
Notary Public  
My Commission Expires *Nov 1, 1974*

COMMONWEALTH OF MASSACHUSETTS  
RECORDED  
INDEXED  
54.72

ESSEX SS. RECORDED *June 11, 1973* 55M. PAST 12 P. M. INST. #147

*GRANTEE'S Address: 3 Flynn Ave. Danvers, Mass.*

BK5982 PG445

I, CHARLES F. BATCHELDER of Wellesley, Norfolk County, Massachusetts, Executor of the Estate of Joseph M. Batchelder late of Marblehead, Essex County Probate Case No. 316472 and under power of license to sell dated 4 JUNE, 1973, issued by Essex County Probate Court and recorded in Volume 1385, Page 370, and every other power, for consideration paid, grant with QUITCLAIM COVENANTS to WILLIAM J. FLYNN of Danvers, Essex County, Massachusetts, the following described property:

Property located at 56 Main Street, Wenham, Essex County, Massachusetts, together with the buildings thereon shown on a plan entitled "Plan of Land, Wenham, Mass., Joseph L. Batchelder Estate, Present Owner, 1/1/70, Scale 1"=80', Dec. 22, 1932, traced from Survey by A. G. Henderson, Engineer, Beverly, said parcel containing 60,900 sq. ft., as shown on said plan.

GRANTEE'S ADDRESS: 3 Flynn Ave. Danvers, Mass.

FOR TITLE: See deed of Mary A. Batchelder dated 3 November 1911 to Ethel B. Wentworth and recorded Essex Registry of Deeds South District, Book 2118 Page 7. Also see Estate of Ethel B. Wentworth, Essex County Probate Court Case No. 299992. Also see Estate of Joseph M. Batchelder, Essex County Probate Case No. 316472 and License to Sell dated 4 JUNE, 1973, issued by the Essex County Probate Court and recorded in Volume 1385, Page 370. Margaret M. Batchelder, residuary legatee under the Will of Joseph M. Batchelder hereby joins in and assents to this conveyance. CONSIDERATION FOR THIS CONVEYANCE IS FORTY THOUSAND (\$40,000.00) DOLLARS.

WITNESS My Hand and Seal this 11th day of JUNE 1973.

Margaret M. Batchelder Charles F. Batchelder  
Charles F. Batchelder

COMMONWEALTH OF MASSACHUSETTS

Essex ss June 11 1973

Then personally appeared the above-named CHARLES F. BATCHELDER Executor of the Estate of Joseph M. Batchelder and acknowledged the foregoing instrument to be his free act and deed, before me,

Philip A. Rollins  
Philip A. Rollins, Notary Public  
My Commission Expires Nov 1 1974

RECORDED  
INDEXED  
COMMONWEALTH OF MASSACHUSETTS  
RECORDED  
INDEXED  
JUN 11 1973

ESSEX SS. RECORDED June 11, 1973 5:55 P.M. PAST 12 P.M. INST. # 148

We, LAKEVIEW GOLF CLUB, INC.

a corporation duly established under the laws of Massachusetts.

and having its usual place of business at

Wenham, Essex

County, Massachusetts, for nominal consideration paid,

grants to WILLIAM J. FLYNN

of 3 Flynn Avenue

Danvers with quitclaim covenants

~~xxxxxxxx~~

[Description and encumbrances, if any]

One lot of land situated in said Wenham in said County of Essex and bounded and described as follows, viz:

Beginning at the southwestern corner of Cemetery wall and running Northerly by the said wall to the land of Tarr; then turning and running Easterly by the land of Tarr two hundred ten (210) feet; thence turning and running Southerly by land now or late of Mary A. Batchelder, two hundred twenty (220) feet; then turning and running westerly by land now or late of Mary A. Batchelder two hundred ten (210) feet to the corner of the Cemetery wall at the point of beginning.

Being the same premises conveyed to Lakeview Golf Club, Inc. by deed of Leroy C. March, Executor, dated February 2, 1955, recorded with Essex South District Registry of Deeds, Book 4440, Page 184.

For documentary stamps and consideration, see deed from Frederick C. Batchelder et als to William J. Flynn recorded herewith.

In witness whereof, the said LAKEVIEW GOLF CLUB, INC.

has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by Frederick C. Batchelder

its President and Treasurer

hereto duly authorized, this 11th

day of June

in the year one thousand nine hundred and seventy-three

Signed and sealed in presence of

LAKEVIEW GOLF CLUB, INC.

by

*Frederick C. Batchelder*  
Frederick C. Batchelder  
President and Treasurer

The Commonwealth of Massachusetts

Essex

ss.

June 11

19 73

Then personally appeared the above named Frederick C. Batchelder, President and Treasurer, as aforesaid, and acknowledged the foregoing instrument to be the free act and deed of the LAKEVIEW GOLF

CLUB, INC. before me,

*Thomas F. Fitzgibbon*  
Notary Public

My commission expires

June 18, 19 76

ESSEX SS. RECORDED June 11, 1973 55 M. PAST 12 P.M. INST. # 149

Every deed presented for record shall contain or have endorsed upon it the full name, residence and post office address of the grantee. Failure to comply with this section shall not affect the validity of any deed. No register of deeds shall accept a deed for recording unless it is in compliance with the requirements of this section. CHAPTER 183 SEC. 6 AS AMENDED BY CHAPTER 381 OF 1967

THIS INSTRUMENT MUST BE DULY FILED FOR RECORD OR REGISTRATION

State Tax Form RL-2

BK 11572  
11/03/92 09:28 Inst 48

10  
WENHAM

Name of City or Town

OFFICE OF THE BOARD OF ASSESSORS

RECREATIONAL LAND TAX LIEN

The Board of Assessors of the city/town of WENHAM hereby state that it has accepted and approved the application of William J. Flynn

owner or owners of the hereinafter described land for valuation, assessment and taxation of such land under the provisions of General Laws, Chapter 61B for the fiscal year ending June 30, 19. 94 . . . .

DESCRIPTION OF LAND

BILL FLYNN'S LAKEVIEW GOLF COURSE, INC.  
60 MAIN STREET WENHAM, MA. 01984 (ROUTE 1A)  
29.82 ACRES BOOK 5982 PAGE 439 6/11/73

Statement made this FIRST day of OCTOBER, 19 92

*Oscar J. Martin*  
*Judge D. Gleason*  
*John J. Flynn*  
BOARD OF ASSESSORS

COMMONWEALTH OF MASSACHUSETTS

Coccy County ss. October 26, 1992

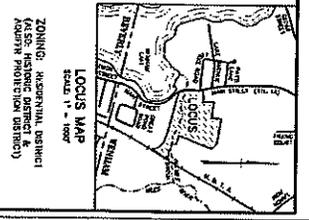
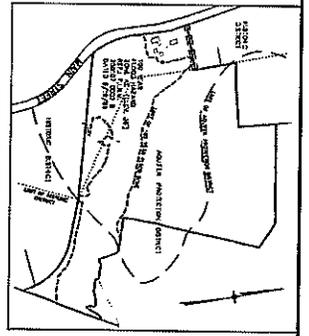
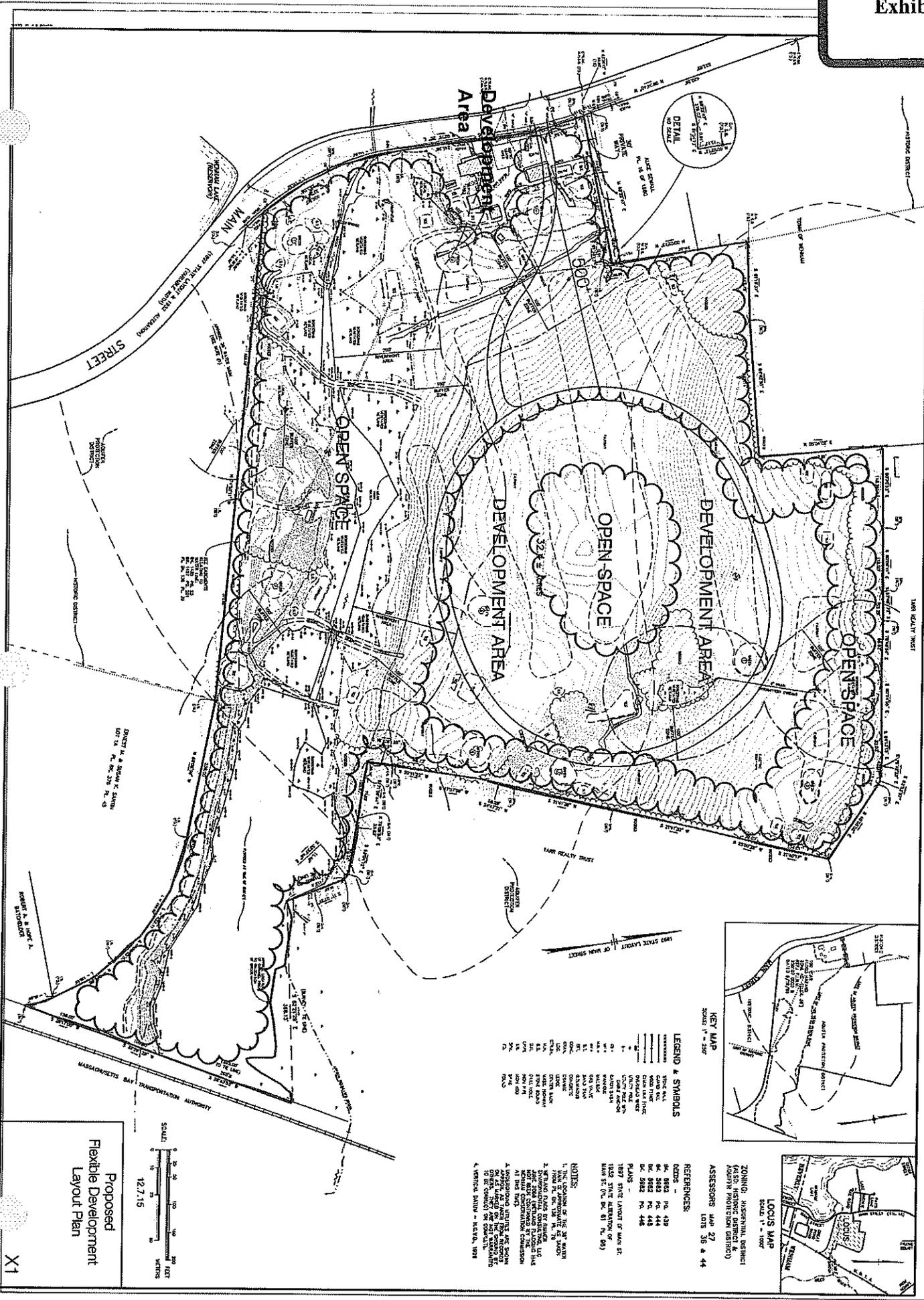
Then personally appeared OSCAR J. MARTIN a member of the Board of Assessors of the city/town of WENHAM and acknowledged the foregoing instrument to be the free act and deed of the Board of Assessors of WENHAM before me, Marion D. D'Ambrosio

Notary Public - Justice of the Peace  
*My Commission Expires April 29, 1994*

\_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock and \_\_\_\_\_ minutes \_\_\_\_\_ M.

Received and entered with \_\_\_\_\_ Registry of Deeds  
Registry District \_\_\_\_\_  
Book \_\_\_\_\_, Page \_\_\_\_\_, Document No. \_\_\_\_\_ Certificate of Title No. \_\_\_\_\_

Attest: \_\_\_\_\_  
Register



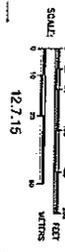
**LEGEND & SYMBOLS**

- OPEN SPACE
- DEVELOPMENT AREA
- LOT LINES
- EASEMENTS
- ZONING BOUNDARIES
- HISTORIC DISTRICT BOUNDARIES
- ADULT PROTECTION DISTRICT BOUNDARIES
- 1893 STATE LAYOUT OF MAIN STREET
- 1893 STATE LAYOUT OF FAIR REALTY TRUST
- 1893 STATE LAYOUT OF MAIN ST. (SEE PLAN 36 & 44)

**REFERENCES:**

- 1. THE TOWN OF THE 2<sup>ND</sup> WARD
- 2. THE TOWN OF THE 3<sup>RD</sup> WARD
- 3. THE TOWN OF THE 4<sup>TH</sup> WARD
- 4. THE TOWN OF THE 5<sup>TH</sup> WARD
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- 99. THE TOWN OF THE 100<sup>TH</sup> WARD

Proposed Flexible Development Layout Plan



OFFICE OF THE  
BOARD OF SELECTMEN  
138 Main Street  
Wenham, MA 01984

NOTICE OF NON-EXERCISE OF FIRST REFUSAL OPTION  
UNDER CHAPTER 61B

The undersigned, being members of the Board of Selectmen of the Town of Wenham, having been notified pursuant to *M.G.L.* Chapter 61B, Section 9 on November 11, 2015 by Janice L. Flynn, Personal Representative of the Estate of William J. Flynn (Essex Probate Docket No. ES15P2740EA), of 5 Barker Road, Boxford, Massachusetts, of the Estate's intent to convert 56 – 60 Main Street, Wenham, Massachusetts, 29.82 acres of which is designated as recreational land under *M.G.L.* c.61B and further described in a deed recorded with the Southern Essex District Registry of Deeds in Book 5982, Page 439 and of the right of the Town of Wenham to exercise a first refusal option to purchase such designated property, hereby notify the Estate that the option of the Town of Wenham will not be exercised.

\_\_\_\_\_  
Catherine Harrison, Chairman

\_\_\_\_\_  
Jack Wilhelm, Vice Chair

\_\_\_\_\_  
John Clemenzi, Clerk

COMMONWEALTH OF MASSACHUSETTS

Essex County, ss.

On this \_\_\_\_ day of \_\_\_\_\_, before me, the undersigned Notary Public, personally appeared the above-named

\_\_\_\_\_, as members of the Wenham Board of Selectmen, proved to me by satisfactory evidence of identification, being (check whichever applies):  driver's license or other state or federal governmental document bearing a photographic image,  oath or affirmation of a credible witness known to me who knows the above signatory, or  my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public

My Commission Expires: