

PAINE ESTATE DEVELOPMENT AGREEMENT

This Agreement is made this 29th day of JUNE, 1998 by and between the Town of Wayland, a municipal corporation (the "Town") acting by and through its Board of Selectmen and MES - Wayland Assisted Living, LLC, a Massachusetts limited liability company ("MES - Assisted") and MES - Wayland Residential Development, LLC ("MES") (MES and MES - Assisted are hereinafter collectively referred to as the "Developer") for the purpose of regulating and restricting the development and use of Parcels F and G (the "Property") as shown on the plan entitled "Plan of Land in Wayland, Massachusetts Showing Proposed Division of the Paine Estate" dated March 22, 1994, revised March, 1995 and June, 1995 prepared by the Wayland Town Surveyor's Office and recorded in the Middlesex South District Registry of Deeds (the "Deeds") as Plan No. 693 of 1995 (the "Plan").

WHEREAS, the Property was subject to a Request For Development Proposals (the "RFP") dated April 22, 1996 which specified certain uses, restrictions and other requirements (the "Restrictions") in connection with the development of the Property;

WHEREAS, the Developer responded to the RFP with a proposal dated June 28, 1996 (the "McNeil Proposal") and was selected by the Town to be the developer of the Property;

WHEREAS, the Town requires evidence that the Restrictions will be complied with after the sale and development of the Property;

WHEREAS, copies of the RFP and the McNeil Proposal are available from the Town;

WHEREAS, for the purposes hereof the "Project" or the "Improvements" shall mean the improvements presently contemplated to be constructed on the Property or now existing thereon and consisting, in part of one hundred (100) residences for use as assisted living units ("ALRs) and independent living units ("ILRs), seventeen (17) single family detached homes)("SFRs"), a six (6) bed hospice facility and an adult day care facility for not more than thirty (30) people, all as shall be more particularly described in an application for a special permit to the Planning Board of the Town of Wayland (the "SPGA") pursuant to the provisions of Section X.O. of the Zoning By-Law of the Town of Wayland (the "Paine Estate Section") and in the Special Permit and Site Plan Approval Decision by the SPGA dated June 4, 1998 and recorded in the Deeds herewith and granted pursuant to the terms of the Paine Estate Section, as the same may be amended from time to time (the "Special Permit").

NOW THEREFORE, in consideration of the foregoing and of other good and valuable consideration, the receipt whereof is hereby acknowledged, the parties hereto, for and on behalf of themselves, their successors and assigns, hereby agree as follows:

1. Restrictions on Use and Building

- A. From and after substantial completion of the Improvements, the Developer, for itself and its successors and assigns covenants, promises and agrees to continuously and without interruption, except in the ordinary course of operation and maintenance thereof, devote the Property exclusively to the

combination of uses described herein and in the Special Permit, as it may be amended from time to time or in the Paine Estate Section, as it may be amended from time to time, or in other applicable zoning in effect from time to time, except as hereinafter provided.

Fifteen (15) ALRs shall be designated for occupancy by individuals who meet low or moderate income guidelines (the "Subsidized Units"), as such guidelines are established by either the state or federal regulatory authorities and shall remain as Subsidized Units for a period of time not less than 25 years. The maximum number of Subsidized Units permitted under state law shall be made available to present and former residents or employees of the Town, or to the parents of such persons. The Project shall include a minimum of fifteen (15) ALRs. The number of Subsidized Units shall not be reduced under any circumstances.

The four (4) SFR's (the "LIP SFR's") to be offered for sale pursuant to the Local Initiative Program Guidelines ("LIP") published by the Commonwealth of Massachusetts Department of Housing and Community Development ("DHCD"), shall be sold for a price not to exceed the maximum sales price permitted by LIP and subject to the restrictions on resale established by LIP, which shall be incorporated into the deeds for such property. Such restrictions shall be applicable for the maximum period permitted by law.

In addition to the four (4) SFR's subject to LIP, an additional SFR will be sold at a price of \$170,000.00 to an employee of the Town (the "Employee SFR"). If necessary, the purchaser of the Employee SFR shall be designated by a process to be determined and managed by the Town (the "Lottery Process"). Resales of the Employee SFR would be subject to restrictions on sale price to be determined by the Town and shall be subject to the Lottery Process. The Employee SFR shall be subject to the restrictions herein contained for the maximum period permitted by law, which restrictions shall be incorporated into the deed for the Employee SFR. The Employee SFR shall be constructed with the same materials and to the same standard as the LIP SFR's

In connection with the creation of the Lottery Process by the Town, the Developer shall provide to the Town the services of a consultant with appropriate expertise. The extent of such services shall be as reasonably determined by the Developer and the Town. The Developer shall not be responsible for the creation or administration of the Lottery Process.

- B. Other than the structures and facilities described in the Special Permit and accessory structures normally associated therewith and not being used as dwellings, no other structures or facilities of any kind shall be constructed on the Property, unless permitted by an amendment to the Special Permit or to the applicable zoning. At least forty (40%) percent of the Property shall be left in its natural vegetated state and the Developer shall avoid so

called "clear cutting" of the Property wherever possible. Wherever vegetation is disturbed, destroyed and removed during construction, and can be replaced in locations consistent with completion of the Project, such vegetation shall be replaced with vegetation that is either now, or which will in the future be similar to the existing vegetation. The Developer shall comply with all existing private restrictions on the use of the Property.

- C. The combination of uses described herein shall not be changed unless the Town specifically authorizes such other uses in writing. The Town may refuse, in its sole discretion to allow such other uses. No more than seventeen (17) SFRs shall be built on the Property, except as may be allowed as herein provided. The Town shall be deemed to have provided such written authorization in the event that the Paine Estate Section or other applicable zoning by-law provisions are amended to permit other uses or combinations of uses. The provisions of the immediately preceding sentence shall only be in effect from and after the time that the Improvements, as described herein and in the Special Permit, have been completed.
- D. Throughout the construction of the Project, and thereafter the Developer shall ensure that the public has pedestrian and vehicular access to a parking lot located on Parcels D or E as shown on the Plan, and to recreational land located on Parcels D and E. In the event that it is not feasible during any stage of construction of the Project to obtain access to the parking lot on Parcels D and E, the Developer shall provide a parking lot containing at least 20 spaces, located on the Property or in such other location as is reasonably acceptable to the Town and to be constructed by the Developer (the "Temporary Lot"). While the Temporary Lot is being used, both access to the Temporary Lot and pedestrian access to Lots D and E from the Temporary Lot shall be clearly signposted by the Developer. The Temporary Lot shall be suitable for parking passenger vehicles in all seasons. Location of the Temporary Lot in the parking lot of St. Ann's Church at 124 Cochituate Road, Wayland is acceptable to the Town.

If the location, nature or access to the parking areas do not comply with the requirements relating thereto and which are contained in any instrument of record, the Developer shall be solely responsible for obtaining any waivers or consents required to permit such non-compliance to occur and shall indemnify the Town from and against any loss, cost, damage or expense, including, without limitation, reasonable attorneys fees arising from or relating to such non-compliance.

The Developer shall construct roadways and pedestrian trails on the Property in locations and to standards required by the SPGA or other regulatory agency having authority or jurisdiction thereover and shall grant easements to the Town allowing such roadways and pedestrian easements to be used for all purposes for which public roads or walkways may be used in the Town of Wayland.

- E. Unless destroyed by casualty, the Developer shall use the house presently existing on the Property for the provision of housing for individuals over the age of fifty five (55) years, except as otherwise permitted under Subparagraph C hereof.

2. Improvements and Submission of Plans

- A. The Developer shall ensure that there is no substantial deviation from the Project described in the Special Permit and herein during construction, except and only to the extent that modifications thereof have been requested by the Developer and have been approved by the SPGA, to the extent necessary under applicable law.

In the event the Developer shall fail to comply with the foregoing requirements, the Town, acting through the Building Commissioner may direct in writing, within a reasonable time after discovery thereof by the Town, and in addition to any powers that the SPGA or the Building Commissioner of the Town of Wayland (the "Building Commissioner") may have in addition thereto, that the Developer so modify or reconstruct such portion or portions of the Improvements erected or being erected on the Property as substantially deviate from the Project as described in the Special Permit or any approved modifications thereof, so as to bring them into conformance therewith. The Developer shall promptly comply with such a directive. In addition to any other remedies available under this Agreement or available to the SPGA or the Building Commissioner, the Town may enforce the provisions of this subsection by an action in a court of appropriate jurisdiction to compel specific performance.

- B. In preparing all plans and specifications for the Project or any amendment thereto, the Developer shall consider and take into account the planning and design objectives set forth in the RFP and the McNeil Proposal, and the Town shall consider the Special Permit, the RFP and the McNeil Proposal in considering whether or not to grant any consents or approve any changes to the Project requested by the Developer or in determining compliance of the Project with the provisions of this Agreement.
- C. Upon completion of the Improvements, or any component thereof, the Developer may apply to the Town for a certificate evidencing compliance of such improvements with the provisions hereof (the "Certificate of Completion"). The Certificate of Completion shall be issued by the Town provided that the Improvements are, or the component thereof for which the Certificate of Completion has been requested is in compliance with the provisions hereof. If either the Certificate of Completion or a statement that the Improvements are not in compliance with the terms of this Agreement, and setting forth the specific reasons therefor is not issued by the Town within sixty (60) days of the date of the request therefor, the Improvements described in such request shall be deemed to satisfy the

requirements of this Agreement. Nothing contained herein shall be binding on the SPGA, the Building Commissioner of the Town of Wayland, or any other regulatory authority in the exercise of its or his authority over the Project.

- D. Developer shall be solely responsible for all costs of obtaining permits, approvals and consents in connection with the construction of the Improvements.
- E. The provisions hereof, and the powers of the Town hereunder shall be deemed to be in addition to the provisions of the Special Permit, and the powers of the SPGA and the Building Commissioner.

3. Time for Commencement and Completion of Construction

- A. The Developer shall begin the construction of the Improvements not later than two (2) months after the date of expiration of any appeal period relating to the Special Permit, provided that there is no appeal thereof.
- B. The Developer shall diligently prosecute to completion the construction of the Improvements in phases and shall substantially complete such construction within five (5) years of the date hereof, provided, however that eight (8) SFR's (including two (2) LIP SFR's and the Employee SFR) and the main access road, known as Green Way, and shown on the "Definitive Subdivision Plan at Paine Estate On Cochituate Road in Wayland, Massachusetts" by Daylor Consulting Group, Inc., dated September 24, 1997 and last revised on April 2, 1998, which plan is recorded herewith shall be completed within three (3) years from the date hereof.

In the event that all of the ILR's, ALR's and SFR's have not been constructed and certificates of occupancy issued therefor within five years from the date hereof, the Town may exercise its rights under Paragraph 7 hereof, unless the Developer can demonstrate to the Town's reasonable satisfaction that such delay to date has been beyond its control and any current delay is temporary and will not result in, or cause the Developer to fail to complete the Improvements and the Developer provides a revised schedule for such completion, which schedule is reasonably acceptable to the Town and the Developer thereafter diligently pursues completion of the Improvements in compliance with such revised schedule.

- C. A monthly construction report shall be provided to the Town by the Developer and shall be accompanied by a written report by the Developer citing any adjustments to the progress forecast, and, where applicable, noting corrective efforts.

- D. The obligations of the Developer hereunder to commence, diligently pursue and complete construction of the Improvements shall be excused if a court of competent jurisdiction shall prohibit construction of the Improvements after all avenues of appeal have been exhausted; but in such case only with respect to those portions of the Improvements to which such court decision relates.
- E. It is intended and agreed that the agreements and covenants contained in this Section with respect to the beginning and completion of the Improvements shall be covenants running with the land. This subsection shall not, however, apply against a mortgagee permitted by this Agreement unless the mortgagee shall elect to complete the Improvements as permitted below, in which case the extension provisions of that Section shall apply.

4. Provisions Relating to Right to Mortgage

- A. Mortgage of Property By Developer. Notwithstanding any other provisions of this Agreement, the Developer shall at all times have the right to encumber, pledge, or convey its rights, title and interests in and to the Property, or any portion or portions thereof by way of a bona fide mortgage to secure the payment of any loan or loans obtained by the Developer to finance the acquisition of the Property and the development, construction, repair or reconstruction of the Improvements, or to refinance any outstanding loan or loans therefor obtained by the Developer for any such purpose (the "Permitted Loan Purposes"); provided, however, that the Developer shall give written notice to the Town of its exercise of its rights hereunder, including in such notice the name(s) and address(es) of such mortgagee(s) and any other information regarding the mortgagee(s) and mortgage documents which the Town may require. Such notice shall be given at the time of recording of such mortgage. Prior to completion of the Project, the Property shall not be used as collateral for any purpose other than the Permitted Loan Purposes.

The holder of any such mortgage (including a holder who obtained title to the Property or any portion thereof by foreclosure or action in lieu thereof, but not including a party who obtains title through such holder or any purchaser at a foreclosure sale other than the holder) shall not be obligated by this Agreement to construct or complete the Improvements or to guarantee such construction or completion, but shall have the options described in the next Subsection.

In the event that a mortgagee or proposed mortgagee of the Property provides a written request for an amendment of this Agreement, and such request details the reasons for such amendment, the Town shall promptly consider such amendment, and in the event that the Town decides, in its sole discretion that such amendment is consistent with the purposes and objectives of this Agreement, the Town shall enter into such amendment

with the Developer. All costs and expenses incurred by the Town in connection with such amendment and the approval thereof, shall be paid by the Developer.

B. Rights and Duties of Mortgagee Upon Acquisition Prior to Completion. If a mortgagee acquires fee simple title to the Property or any part thereof, either by foreclosure or deed in lieu of foreclosure prior to the completion of the Improvements, the mortgagee shall have the following options:

- (i) Complete construction of the Improvements in accordance with the Special Permit, any approved modifications thereof, and this Agreement, and in all respects comply with the provisions of this Agreement; or
- (ii) Sell, assign, or transfer fee simple title to the Property or any part thereof to a purchaser, assignee or transferee who shall expressly assume all of the covenants, agreements and obligations of the Developer under this Agreement in respect to the Property or part thereof, by written instrument complying with the terms hereof satisfactory in form to the Town and recorded forthwith in the Middlesex South District Registry of Deeds (the "Assumption Notice"). Such purchaser, assignee or transferee shall not be entitled to apply for or receive a building permit for any of the Improvements unless such Assumption Notice is recorded and evidence thereof has been provided to the Building Commissioner.
- (iii) The Town shall retain all of its rights hereunder with respect to such purchaser, assignee or transferee, with respect to the Project and with respect to the mortgagee in the event that it elects to exercise its rights pursuant to Paragraph (i) hereof.

In the event that a mortgagee elects to complete construction pursuant to subparagraph (B)(i) above, or sells, assigns or transfers pursuant to subparagraph (B)(ii) above, the Town shall extend the time limits set forth herein as shall be reasonably necessary to complete construction of the Improvements, and upon such completion, the mortgagee or purchaser, as the case may be, shall be entitled to the Certificate of Completion.

In no event shall any mortgagee be responsible for breaches of this Agreement occurring prior to the time it acquires title or takes possession of the Property or after it shall convey such title or possession.

5. Provisions Relating to Operation and Maintenance

The Developer shall prepare and submit to the Town for its approval, (such approval not to be unreasonably withheld or delayed) prior to the sale of any SFR's or condominium units, forms of restrictions relating to the SFR's and condominium units. The restrictions shall provide a method to regulate and

require approvals from the Developer or its designee to ensure that the SFR's and condominium units will continue to comply with the design requirements as approved prior to their original construction and as contemplated by the Special Permit.

The Developer shall create a Board of Governors for the completed Project to consist of a representative of each of the Developer, the condominium association of the ILR's, the SFR's and a representative of the Town. The Board of Governors shall be responsible for resolving issues that may arise between the different components of the Project and to ensure maintenance and repair of the roadways, trail systems, waste treatment and disposal system and other areas of the Project used in common by the different components thereof and the proper funding of the repairs and maintenance of such common components.

The rules, regulations and powers of the Board of Governors shall be subject to approval by the Town, such approval not to be unreasonably withheld or delayed.

The owner of the ALR's shall at all times be and remain responsible for the operation, repair, maintenance and replacement of the waste treatment and disposal system to be constructed as part of the Project, and for compliance with (a) all permits and the conditions thereof relating to the treatment and disposal systems and (b) all laws, rules, regulations, ordinances and by-laws relating thereto provided, however that nothing contained herein shall prohibit such owner from subcontracting with a third party, either by way of lease or otherwise for the performance of such operations, repair, maintenance and replacement. Such owner may also reasonably allocate the costs of such operations, repair, maintenance and replacement between the owners of the ALRs, ILRs and SFRs.

6. Provisions Relating to Insurance

Whenever any improvements on the Property or any part thereof shall have been damaged or destroyed any reconstruction or repair undertaken by the Developer shall in all material respects be in accordance with and conform to the provisions of this Agreement and the Special Permit.

7. Provisions Relating to Rights, Remedies and Procedures in the Event of a Breach by Developer

A If the Developer shall fail or refuse after commencing construction, to construct the Improvements as required hereby or by the Special Permit, the Town shall in writing notify the Developer of such failure or violation. The Developer shall thereupon have ninety (90) days from the receipt by it of such written notice to commence to cure such failure or violation, and shall thereafter diligently pursue such cure. The Town may enforce the provisions of this section by an action in a court of appropriate jurisdiction to compel specific performance unless the Developer can reasonably demonstrate to the Town that such failure or violation is due to the unavailability of financing to complete the Project upon terms and

conditions then prevailing in the Greater Boston area or to such other economic circumstances that would make the completion of the Project impracticable or economically infeasible.

- B. If the Developer shall fail or refuse to complete construction of the Improvements within the times specified in Paragraph 3(b) hereof, the Town shall in writing notify the Developer of such failure or violation. The Developer shall thereupon have one hundred and eighty (180) days from the receipt by it of such written notice to cure such failure or violation.
- (a) If the Developer does not cure such failure or violation within the 180-day period (or within such extended period of time as may be established by the Town acting solely in its discretion) and if the holders of record of construction mortgages do not exercise their rights to cure such violation or failure (as herein provided), the Developer shall promptly transfer possession of, and reconvey, those parts of the Property on which such incomplete components of the Improvements were to have been located (the "Undeveloped Property") and all improvements thereon, to the Town without cost to the Town, by quitclaim deed, provided that such reconveyance shall be subject to any existing mortgages thereon permitted under this Agreement. If the Developer shall fail so to reconvey, the Town may institute such actions or proceedings as it may deem advisable as well as proceedings to compel specific performance and the payment of damages, expenses or costs by the Developer.
- (b) In the event of a failure by the Developer to cure under this Section, the Town shall also have the right to re-enter and take possession of the Undeveloped Property and to terminate (and revert in the Town) the estate in the Undeveloped Property conveyed by the deed to the Developer, it being the intent of this paragraph, together with other provisions of this Agreement, that the conveyance of the Property to the Developer shall be made upon, and that the deed shall contain a reference to the document of record creating a condition subsequent to the effect that in the event of such failure to cure, the Town at its option may declare a termination in favor of the Town of the title, and of all the rights and interests in the Undeveloped Property and that such title, and all rights and interests of the Developer, and any assigns or successors in interest, in the Undeveloped Property, shall revert to the Town; provided, that such condition subsequent and any reversioning of title as a result thereof in the Town shall always be subject to and limited by and shall not defeat, render invalid, or limit in any way the lien of any mortgage authorized by this Agreement, or any rights or interests provided herein for the protection of the holders of such mortgages.

Upon taking title to the Property, the Developer shall covenant that the Property shall be developed in such a way as to ensure that conveyance of the Undeveloped Property shall be possible at all times without the need for any governmental or private approvals, consents or permits.

(c) If the Developer or a mortgagee reconveys to the Town, or if the town shall re-enter pursuant to this Section, the Town shall undertake with due diligence and in a commercially reasonable manner to resell the Undeveloped Property so reconveyed or which it has so re-entered, and all of the improvements thereon, and the proceeds of such resale, together with the net income, if any, derived by the Town from its operation and management of the Undeveloped Property subsequent to such reconveyance shall be used:

- (i) First, to pay all taxes payments in lieu of taxes, public charges and other sums owing to the Town with respect to the Undeveloped Property up to the time of such resale (or in the event the Undeveloped Property is exempt from taxation during the period of ownership thereof by the Town, an amount equal to such taxes as would have been payable if the Undeveloped Property were not so exempt);
- (ii) Second, in their respective order of priority to pay any and all mortgage indebtedness authorized by this Agreement and to make all and whatever payments may be necessary to discharge any other encumbrances or liens existing or threatened on the Undeveloped Property, in favor of mechanics, materialmen or subcontractors;
- (iii) Third, to reimburse the Town for all costs and expenses reasonably and proximately incurred by the Town, including the salaries of Town personnel, in connection with the recapture, management and resale of the Undeveloped Property and all administrative and overhead costs in connection therewith;
- (iv) Fourth, to reimburse the Town for expenditures made or obligations incurred with respect to the making or completion of improvements on or for the Undeveloped Property for which it has not otherwise been reimbursed;
- (v) Fifth, to pay or reimburse the Town for any amounts otherwise owing to the Town from the Developer; and
- (vi) Sixth, if there is any balance of proceeds remaining, such balance shall be paid to the Developer;

The Town may elect, in its sole discretion to pursue its remedies under either or both of subparagraphs A or B above.

8. Notices of Breaches to Mortgagees or to the Town.

If the Town gives written notice to the Developer of a default under this Agreement and the Developer fails to remedy such default as required herein, the Town shall forthwith, after such failure furnish a copy of the notice of default, and a statement that such default has not been cured to each of the mortgagees of record of the Property who have provided construction financing for the Improvements. To facilitate the operation of this Section, the Developer shall at all times keep the Town provided with an up-to-date list of names and addresses of mortgagees from whom the Developer has obtained loans as permitted under this Agreement. Any such mortgagee or holder may notify the Town of its address and request that the provisions of Section 11 hereof as they relate to notices apply to it. The Town agrees to comply with any such request.

The Developer shall use its best efforts to have the mortgagees provide to the Town a copy of any default notice provided by them to the Developer.

9. Mortgagee May Cure Breach of Developer.

If the Developer has received notice from the Town of a default under this Agreement and such breach is not cured by the Developer before the expiration of the period provided therefor, the holders of record of construction mortgages on the Property as permitted under this Agreement may cure any breach upon giving written notice of their intention to do so to the Town within ninety (90) days after such holder receives such notice of breach, and shall thereupon proceed with due diligence to cure such breach. In the event any mortgagee elects to complete the Improvements as herein provided, a reasonable extension of time for performance will be granted by the Town to enable the mortgagee to complete construction of the Improvements, and following the completion of the Improvements in accordance with the provisions of this Agreement and of the Special Permit, such mortgagee shall be entitled to receive the Certificate of Completion.

10. Remedies for Other Breaches.

It is understood by the parties hereto that in the event any party shall fail to comply with or violate any of the provisions of this Agreement, then the other party hereto may institute such actions and proceedings to compel specific performance and payment of all damages, expenses, and costs. Neither these remedies nor that class of remedies more particularly described in this Agreement shall be exclusive unless specifically so described.

11. Notices

All notices hereunder shall be sent by registered mail, return receipt requested or delivered by hand or by a nationally recognized overnight delivery service to the following addresses:

If to Town:

Board of Selectmen
Town of Wayland, Town Hall
41 Cochituate Road
Wayland, Massachusetts 01778

If to Developer:

McNeil Real Estate Group
850 Providence Highway
Dedham, Massachusetts 02026

with copies to:

Paul G. Roberts, Esquire
Abrams, Roberts, Klickstein & Levy
265 Franklin Street
Boston, Massachusetts 02110

Christopher P. Sullivan, Esquire
Robins, Kaplan, Miller & Ciresi
222 Berkeley Street
Boston, Massachusetts 02116

or such other address as may be specified by a written notice sent pursuant to the terms hereof.

12. Town Boards

In the event that any permit granting authority having jurisdiction over the Project imposes any condition or requirement that is inconsistent with any provision hereof, the Town shall grant an amendment hereto, upon the request of the Developer, in form and substance reasonably acceptable to the Town for the purpose of bringing the requirement of this Agreement into conformity with the conditions required by the SPGA. Any such amendment by the Town shall be made in an expeditious manner.

13. Amendments

No amendment hereto shall be effective until recorded in the Middlesex South District Registry of Deeds.

14. Sale of Parcel

Upon the request of the Board of Selectmen of the Town and after the appropriate subdivision approvals of the Planning Board have been obtained, the Developer shall promptly convey a fifty foot (50') wide strip of land (the "50 Foot Strip") along the westerly boundary of Lot G, to the owner of Lot J, free and clear from all liens and encumbrances and otherwise upon such terms and conditions as the Developer and the owner of Lot J may agree to. Provided that the 50 Foot Strip is to be incorporated into a single house lot of not less than 40,000 square feet upon which one single family residence shall be built, and that such condition is incorporated into the deed thereof, the Board of Selectmen shall release the 50 Foot Strip from the provisions of this Development Agreement.

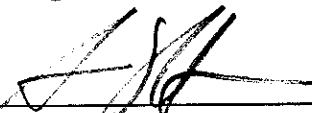
15. Miscellaneous

- A. Wherever the approval of the Town is required pursuant to the terms hereof, such approval shall be granted or withheld by the Board of Selectmen of the Town.
- B. The covenants and restrictions contained herein shall be covenants and restrictions running with the property.
- C. Notwithstanding the conveyance of the property or any part thereof, the Developer shall remain obligated to perform all of its obligations hereunder in the event that the transferee of the Property, or any part thereof fails to perform such obligations in accordance with the terms hereof.
- D. MES - Assisted and MES shall be jointly and severally responsible for compliance with the terms hereof during their respective periods of ownership of the Property and thereafter their successors and assigns shall similarly be responsible for such compliance.
- E. This Agreement may be executed in multiple counterparts which shall together constitute one Agreement.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals.

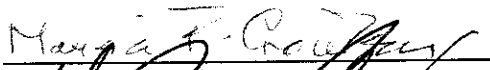
TOWN OF WAYLAND acting by
and through the Board of Selectmen

MES - WAYLAND ASSISTED LIVING, LLC

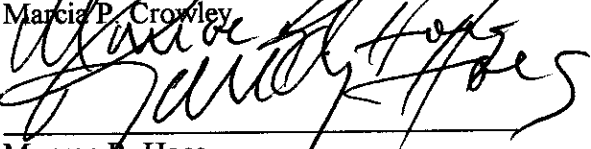


Susan Weinstein

By: _____
W. Keith Munsell
Its: Manager

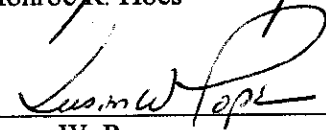


Marcia P. Crowley



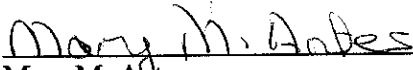
Monroe R. Hoes

MES - WAYLAND RESIDENTIAL DEVELOPMENT, LLC



Susan W. Pope

By: _____
W. Keith Munsell
Its: Manager



Mary M. Antes

Approved As To Matters Of Form:




Town Counsel

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

June 29, 1998

Then personally appeared the above-named Susan Weinstein, as Selectman of the Town of Wayland as aforesaid and acknowledged the foregoing instrument to be her free act and deed as Selectman of said municipal corporation, before me,



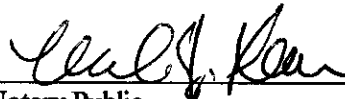
Notary Public
My Commission Expires: March 3, 2000

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

June 29, 1998

Then personally appeared the above-named Marcia P. Crowley, as Selectman of the Town of Wayland as aforesaid and acknowledged the foregoing instrument to be her free act and deed as Selectman of said municipal corporation, before me,



Notary Public

My Commission Expires: March 3, 2000

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

June 29, 1998

Then personally appeared the above-named Monroe R. Hoes, as Selectman of the Town of Wayland as aforesaid and acknowledged the foregoing instrument to be his free act and deed as Selectman of said municipal corporation, before me,



Notary Public

My Commission Expires: March 3, 2000

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

June 29, 1998

Then personally appeared the above-named Susan W. Pope, as Selectman of the Town of Wayland as aforesaid and acknowledged the foregoing instrument to be her free act and deed as Selectman of said municipal corporation, before me,



Notary Public

My Commission Expires: March 3, 2000

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

June 29, 1998

Then personally appeared the above-named Mary M. Antes, as Selectman of the Town of Wayland as aforesaid and acknowledged the foregoing instrument to be her free act and deed as Selectman of said municipal corporation, before me,



Notary Public

My Commission Expires: March 3, 2000

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

_____, 1998

Then personally appeared the above-named W. Keith Munsell, Manager and acknowledged the foregoing to be his free act and deed as Manager of MES - Wayland Associated Living, LLC, before me,

Notary Public

My Commission Expires: _____

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

_____, 1998

Then personally appeared the above-named W. Keith Munsell, Manager and acknowledged the foregoing to be his free act and deed as Manager of MES - Wayland Residential Development, LLC, before me,

Notary Public

My Commission Expires: _____

\\word\katherine\wayland\develop7.agr

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

_____, 1998

Then personally appeared the above-named Mary M. Antes, as Selectman of the Town of Wayland as aforesaid and acknowledged the foregoing instrument to be her free act and deed as Selectman of said municipal corporation, before me,

Notary Public

My Commission Expires: _____

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

June 29, 1998

Then personally appeared the above-named W. Keith Munsell, Manager and acknowledged the foregoing to be his free act and deed as Manager of MES - Wayland Associated Living, LLC, before me,

Paul Bernard
Notary Public

My Commission Expires: 8/13/03

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

June 29, 1998

Then personally appeared the above-named W. Keith Munsell, Manager and acknowledged the foregoing to be his free act and deed as Manager of MES - Wayland Residential Development, LLC, before me,

Paul Bernard
Notary Public

My Commission Expires: 8/13/03

\\wordkatherine\wayland\develop7.agr