

CRANBERRY KNOLL CORPORATION

**One Winnetuxet Road
Plympton, Ma 02367**

**Telephone No. 781-585-9524
Facsimile No. 781-585-1638**

November 17, 2004

Mr. Stephen Mattern, Chairman
Plympton Zoning Board of Appeals
C/o Town Clerk
Plympton, MA

RE: Cranberry Knoll Corporation
Proposed Chapter 40B Project
Evidence of Site Control

Dear Mr. Mattern:

Enclosed are copies of a deed to the project site into Springer Construction Corp. for a purchase price of \$585,000 in July of 2003, a Purchase and Sale Agreement between Springer Construction Corp. and Cranberry Knoll Corp. with an amended purchase price of \$585,000, and a Wellhead Protection Easement and Restrictions with a purchase price of \$10,000. The July, 2003 sale was an arms-length transaction. Even though we believe the land has appreciated in value we have amended the Purchase and Sale Agreement by eliminating site development and carrying costs that had been added to the July, 2003 purchase price. We are carrying the \$585,000 price in our pro forma.

The Applicant believes that these documents demonstrate site control sufficient under the regulations to allow it to proceed with the application for Comprehensive Permit.

Sincerely,

Richard Springer
President

QUITCLAIM DEED

Harju Brothers Cranberries, Inc., a corporation duly established under the laws of the Commonwealth of Massachusetts with a mailing address of 801 Plymouth Street, Middleboro, Plymouth County, Massachusetts 02346

for **FIVE HUNDRED EIGHTY-FIVE THOUSAND (\$585,000.00) DOLLARS** consideration paid

grant to **Springer Construction, Inc.**, a corporation duly established under the laws of the Commonwealth of Massachusetts with a mailing address of 1 Winnetuxet Road, Plympton, Plymouth County, Massachusetts 02367

with **QUITCLAIM COVENANTS**

The land with the improvements thereon on Lake Street, Plympton, Plymouth County, Massachusetts, being Lot 1, Lot 2 and Lot 3, on a plan entitled "Plan of Land in Plympton, MA, prepared for Harju Brothers Cranberries, Inc., Scale 1" = 60', May 21, 2002" which plan is recorded in Plymouth County Registry of Deeds herewith.

The above described premises are conveyed together with benefit of and subject to all rights, rights of way, restrictions, easements and reservations of record if the same are in force and applicable.

This conveyance does **NOT** constitute a transfer of all or substantially all of the assets of Harju Brothers Cranberries, Inc. under Massachusetts General Laws, chapter 62C, section 51.

Property Address: Lake Street, Plympton, Massachusetts 02367

Book 25644

Page 173

7/1/03

IN WITNESS WHEREOF, the said Harju Brothers Cranberries, 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 Lawrence Harju, its President and Paul Harju its Vice President hereto duly authorized this 1ST day of JULY, 2003.

Harju Brothers Cranberries, Inc.

By: Lawrence C. Harju (PRESIDENT)
Lawrence Harju, President

By: Paul Harju (vice-President)
Paul Harju, Vice President and Treasurer

COMMONWEALTH OF MASSACHUSETTS

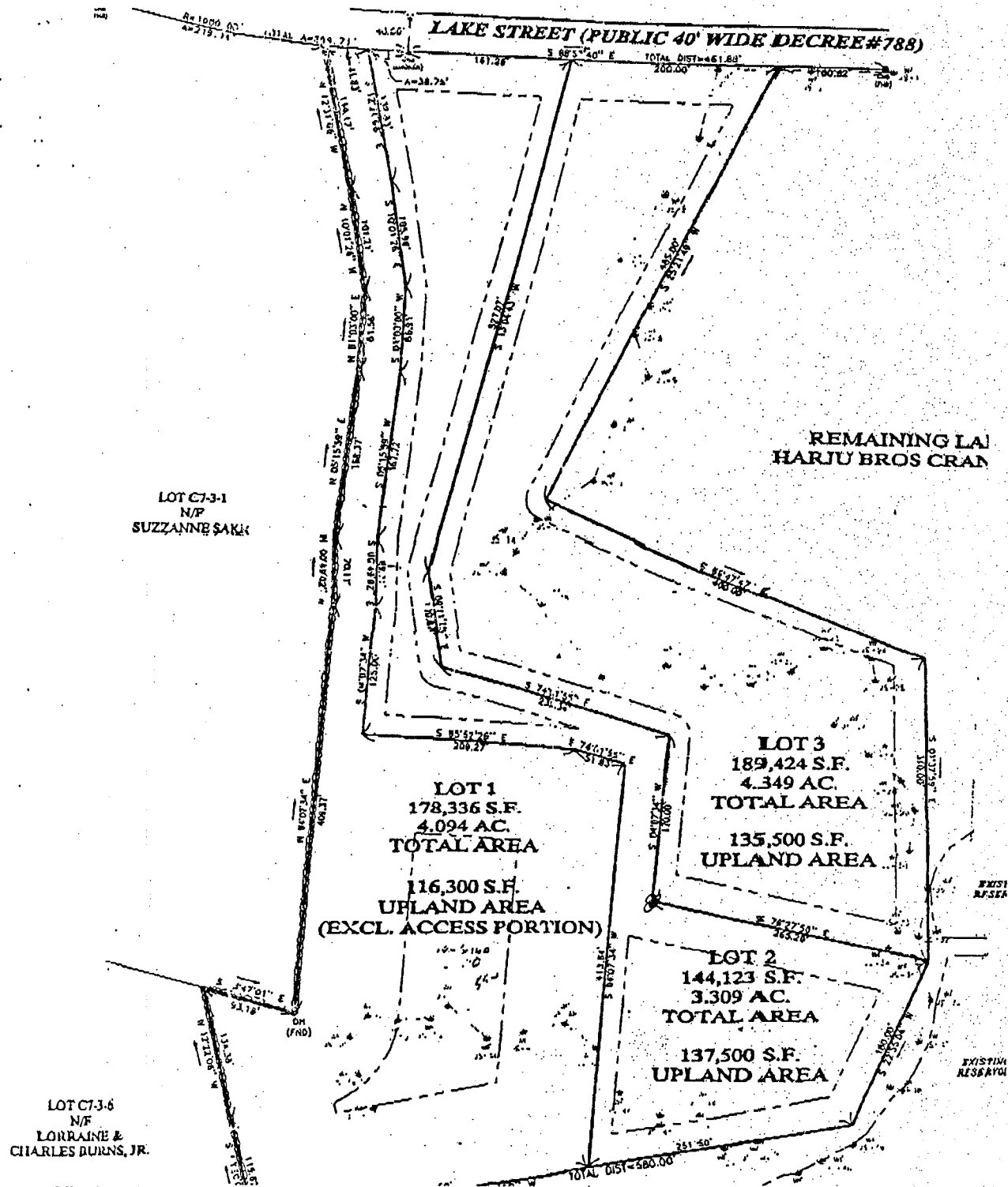
NORFOLK, ss.

July 1, 2003

Then personally appeared the above named Lawrence Harju, President ~~and Paul Harju, Vice President~~ and acknowledged the foregoing instrument to be their free act and deed and that of Harju Brothers Cranberries, Inc., before me


Notary Public: DAVID B. LANE
My Commission Expires: 11-21-03

Lake Street, Plympton



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PURCHASE AND SALE AGREEMENT

This 1st day of June , 2004

1. PARTIES & MAILING ADDRESSES

Springer Construction Inc., a Massachusetts corporation having a usual place of business at One Winnetuxet Road, Plympton, Massachusetts, hereinafter called the SELLER, agrees to Sell and

Cranberry Knoll Corporation, a Massachusetts corporation having a usual place of business at One Winnetuxet Road, Plympton, Massachusetts, hereinafter called the BUYER or PURCHASER, agrees to Buy, upon the terms hereinafter set forth, the following described premises:

2. DESCRIPTION OF PREMISES

The land with any improvements thereon on Lake Street, Plympton, Plymouth County, Massachusetts, being Lot 1, Lot 2 and Lot 3, on a plan entitled "Plan of Land in Plympton, MA, prepared for Harju Brothers Cranberries, Inc., Scale 1"= 60', May 21, 2002", which plan is recorded with Plymouth County Registry of Deeds, said land being described in a deed recorded with Plymouth County Registry of Deeds at Book 25644, Page 173.

3. BUILDING, STRUCTURES, IMPROVEMENTS FIXTURES

Included in the sale as a part of said premises are the buildings, structure, and improvements now thereon, and the fixtures belonging to the SELLER, if any.

4. TITLE DEED

Said premises are to be conveyed by a good and sufficient quitclaim deed running to the Buyer, or to the nominee designated by the BUYER by written notice to the SELLER at least 30 days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except

- (a) Provisions of existing building and zoning laws;
- (b) Existing rights and obligations in party walls which are not the subject of written agreement;
- (c) Omitted;
- (d) Any liens for municipal betterments assessed after the date of this agreement;
- (e) Easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere

with the use of said premises for multi-family residential purposes;

5. PLANS

If said deed refers to a plan necessary to be recorded therewith, the SELLER shall deliver such plan with the deed in form adequate for recording or registration.

6. REGISTERED TITLE

In addition to the foregoing, if the title to said premises is registered, said deed shall be in form sufficient to entitle the BUYER to obtain a Certificate of Title of said premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable the BUYER to obtain such Certificate of Title.

7. PURCHASE PRICE

The agreed purchase price for said premises is ~~(673,640.00)~~ ^{\$585,000} dollars, of which

\$ 5,000 have been paid as a deposit this day and
~~580,640~~ ^{580,000} was paid with Offer to Purchase
~~673,640~~ are to be paid at the time of delivery of the deed in cash or by certified, cashier's, treasurer's or bank check(s)

\$ _____
\$ ~~673,640.00~~ ^{585,000} TOTAL

8. TIME FOR PERFORMANCE; DELIVERY OF DEED

Such deed is to be delivered at 2:00 o'clock P.M. on the first business day at least thirty (30) days after receipt of the last to be issued of the Permits and Approvals, as defined below, and the expiration of any applicable appeal periods with respect thereto. The closing will be at the Plymouth County Registry of Deeds, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement. Permits and Approvals as used herein shall mean all governmental permits and approvals required to construct, finance and develop the Premises for Buyer's proposed use as the site of a residential development of twenty-four (24) condominium homes containing two units each. It is understood that Buyer shall make prompt application for approval of such development under M.G.L. c.40B and will prosecute such application with reasonable dispatch to a conclusion. If the Permits and Approvals have not all been obtained by June 30, 2006, then this Agreement shall terminate without recourse to the parties.

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9. POSSESSION AND CONDITION OF PREMISES

Full possession of said premises free of all tenants and occupants, except as herein provided, is to be delivered at the time of the delivery of the deed, said premises to be then (a) in the same condition as they are now, reasonable use and wear thereof excepted, and (b) not in violation of said building and zoning laws, and (c) in compliance with provisions of any instrument referred to in clause 4 hereof. The BUYER shall be entitled personally to inspect said premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause.

10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM

If the SELLER shall be unable to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of the delivery of the deed the premises do not conform with the provisions hereof, then the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the Seller shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of 30 days.

11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc.

If at the expiration of the extended time the SELLER shall have failed to remove any defects in title, deliver possession, or to make the premises conform, as the case may be, all as herein agreed, or if at any time during the period of this agreement or any extension thereon, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payment made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

12. BUYER'S ELECTION TO ACCEPT TITLE

The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said premises shall have been damaged by fire or casualty insured against, then the SELLER shall, unless the SELLER has previously restored the premises to their former condition, either

- (a) Pay over or assign to the BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such

insurance, less any amounts reasonably expended by the SELLER for any partial restoration, or

- (b) if a holder of a mortgage on said premises shall not permit the insurance proceeds or a part thereof to be used to restore the said premises to their former condition or to be so paid over or assigned, give to the BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by the SELLER for any partial restoration.

13. ACCEPTANCE OF DEED

The acceptance of a deed by the BUYER or his nominee, as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of the deed.

14. USE OF MONEY TO CLEAR TITLE

To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interest, provided that all instruments so procured are recorded simultaneously with the delivery of said deed or within a reasonable time thereafter in accordance with customary conveyancing practices.

15. INSURANCE

Until the delivery of the deed, the SELLER shall maintain insurance on said premises as follows:

<i>Type of Insurance</i>		<i>Amount of Coverage</i>
(a)	NONE	\$

16. ADJUSTMENTS

Collected rents, mortgage interest, water and sewer use charges, operating expenses (if any) according to the schedule attached hereto or set forth below, and taxes for the then current fiscal year, shall be apportioned and fuel value shall be adjusted, as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of the delivery of the deed. Uncollected rents for the current rental period shall be apportioned if and when collected by either party.

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17. ADJUSTMENT OF UNASSESSED AND ABATED TAXES

If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.

18. BROKER'S FEE
NONE

19. BROKER(S) WARRANTY

NONE

20. DEPOSIT

NONE

21. BUYER'S DEFAULT; DAMAGES

If the BUYER shall fail to fulfill the BUYER'S agreement herein, SELLER shall have the remedies provided under Massachusetts law.

22. RELEASE BY HUSBAND OR WIFE
NONE

23. BROKER AS PARTY

NONE

24. LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, ETC.

If the SELLER or BUYER executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

25. WARRANTIES AND REPRESENTATIONS

The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement or previously

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30. ADDITIONAL PROVISIONS

See Rider A, attached and incorporated by reference.

Springer Construction, Inc.

Cranberry Knoll Corporation

By: Richard L. Springer
President

By: Richard L. Springer
President

RIDER "A"

31. Due Diligence Period. As used in this Agreement, the term "Due Diligence Period" shall mean the ninety (90) day period commencing from the date of execution and delivery of this Agreement by the Seller. During the Due Diligence Period, the Buyer may analyze and study the Premises and enter into negotiations with Buyer's prospective tenant or tenants. Without limiting the generality of the foregoing, the Buyer may examine and analyze the title to, and any existing leases of any part of, the Premises, undertake an analysis of whether Buyer's proposed development of the Premises is permitted by applicable zoning bylaws or any other ordinances and regulations, conduct a survey, environmental site assessments, engineering studies, inspections of and tests to the buildings and improvements on the Premises, begin applying for such permits and approvals as the Buyer deems appropriate, obtain such financing commitments as the Buyer deems appropriate and obtain the approval of Buyer's prospective tenant or tenants. Not later than ten (10) days after the execution of this Agreement by Seller, Seller shall deliver to Buyer, to the extent that Seller has not already done so, any and all of the following documents or information in Seller's possession, custody, or control: (i) all environmental studies or impact statements or reports with respect to the Premises, (ii) information concerning title to the Premises, including any existing title insurance policies, title certifications or title reports together with copies of all documents and plans referred to therein, (iii) any surveys or plans of the Premises, (iv) information concerning property taxes and utility charges in connection with the Premises, including current year tax and utility bills, (v) any and all building plans, specifications, drawings and the like referring or relating to the buildings and improvements on the Premises, (vi) all leases and tenancy agreements, and (vii) all permits, certificates of authority, permit applications and copies of any and all correspondence and memoranda concerning any governmental agency or authority having jurisdiction over the Premises, its operation or development (items (i) through (vii) collectively, the "Due Diligence Materials"). Notwithstanding anything contained herein to the contrary, if the Buyer is not satisfied, in its sole discretion, with the Buyer's analysis and study of the Premises, the Buyer shall have the right to terminate this Agreement by sending a written notice of termination to the Seller on or before the third business day after the expiration of the Due Diligence

Period, in which event this Agreement thereupon shall terminate, Seller shall promptly refund the Deposit to Buyer and the parties shall have no further recourse against one another. If Buyer fails to notify Seller of the termination of this Agreement pursuant to this paragraph by the third business day after the expiration of the Due Diligence Period then Buyer's right to terminate this Agreement pursuant to the provisions of this paragraph will be deemed to be waived.

32. Permitting. As used in this Agreement, the term "Permitting Period" shall mean the one hundred eighty (180) day period commencing from the date on which the Due Diligence Period expires; provided that the Permitting Period may be extended by the Buyer as set forth below. During the Permitting Period, Buyer shall attempt to secure all governmental permits and approvals required to construct, finance, and develop the Premises for Buyer's proposed use, including without limitation, any and all special permits, site plan approvals, variances, curb cut permits, subdivision approvals, and any and all other approvals, including a building permit for Buyer's intended use, required by local, state, or federal government rules, regulations, ordinances, bylaws, statutes or by any governmental authority or as deemed to be necessary in the opinion of Buyer's counselor in the opinion of the lender financing the development of the Premises (the "Permits and Approvals"). Seller covenants and agrees to assist and cooperate with the Buyer, at all times during the term of this Agreement, in Buyer's efforts to obtain the Permits and Approvals, and Seller further covenants and agrees to perform any act and to execute any document reasonably required to assist Buyer in obtaining the Permits and Approvals, provided however that Seller's assistance and cooperation will be at no cost to Seller. Provided that the Buyer has been reasonably diligent in its efforts to secure the Permits and Approvals, the Buyer may extend the Permitting Period, for up to three (3) consecutive ninety (90) day periods, by providing written notice to the Seller of its election to exercise any such extension prior to the expiration of the Permitting Period, as the same may have been extended. If the Buyer is not satisfied with its progress in obtaining the Permits and Approvals on such terms as are acceptable to Buyer, in Buyer's sole discretion, the Buyer shall have the right to terminate this Agreement by sending a written notice of termination to the Seller on or before the ninetieth (90th) day after the date on which the Due Diligence Period expires, in which event this Agreement thereupon shall terminate, Seller shall promptly refund the Deposit to Buyer and the parties shall have no further recourse against one another. If Buyer fails to so notify Seller of the termination of this Agreement, the Deposit shall become non-refundable to Buyer on the ninetieth (90th) day after the date on which the Due Diligence Period expires, but remain applicable to the Purchase Price on the Closing Date. Notwithstanding anything contained herein to the contrary, if the Buyer is unable to obtain the Permits and Approvals on such terms as are acceptable to Buyer, in Buyer's sole discretion, the Buyer shall have the right to terminate this Agreement by sending a written notice of termination to the Seller, in which event this Agreement thereupon shall terminate, and the parties shall have no further recourse against one another. If Buyer fails to notify Seller of the termination of this Agreement pursuant to this paragraph by the third business day after the expiration of the original or extended Permitting Period then this provision will be deemed to be waived.

GRANT OF EASEMENT AND RESTRICTIVE COVENANTS

Harju Brothers Cranberries, Inc., a Massachusetts corporation with a usual place of business at 801 Plymouth Street, Middleboro, Plymouth County, Massachusetts, for \$10,000 dollars, consideration paid, the receipt and sufficiency of which is hereby acknowledged, grants to Springer Construction, Inc., a Massachusetts corporation with a usual place of business at 1 Winnetuxet Road, Plympton, Plymouth County, Massachusetts, with QUITCLAIM COVENANTS, an easement for water supply purposes in and under certain land located in said Plympton shown as "Proposed Public Water Supply Easement, 47820 S.F.", (hereinafter called the Easement Area), on a plan entitled "Sketch Plan of Public Water Supply Easement in Plympton, Mass., Drawn for Cranberry Knoll Corp.", Scale 1"= 100', June 17, 2004, Vautrinot Land Surveying, Inc., Plympton, Mass., which plan is to be recorded herewith.

The purpose of the easement granted hereby is to create a zone of protection, known as a Zone I, around a public water supply well proposed to be installed upon property of the grantee adjacent to grantor's property, all as shown on the above referenced plan. To that end grantee shall have a right of access to the Easement Area and the right to take such actions thereon as will assure that all uses made thereon are directly related to the provision of public drinking water or will have no adverse impact on water quality in the said public water supply well.

The grantor further grants to grantee, with quitclaim covenants, the following restrictions on the Easement Area, for water supply protection purposes, for a period of seventy-five (75) years:

1. The grantor will neither make nor suffer to be made any use of the Easement Area that would result in a violation of the provisions of 310 CMR 22.21, Groundwater Supply Protection, issued by the Massachusetts Department of Environmental Protection, as it now exists or may hereafter be amended.
2. The grantor will neither make nor suffer to be made any use of the Easement Area that will have a significant adverse impact on the water quality of the public water supply well located on grantee's property.

Executed as a sealed instrument this th 14 day of October, 2004.

HARJU BROTHERS CRANBERRIES, INC.

By: Laurence C. Harju
President

Paul E. Harju
Treasurer

COMMONWEALTH OF MASSACHUSETTS

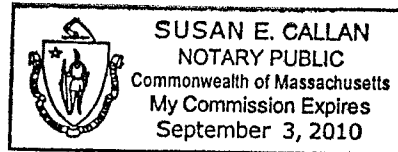
County of Plymouth

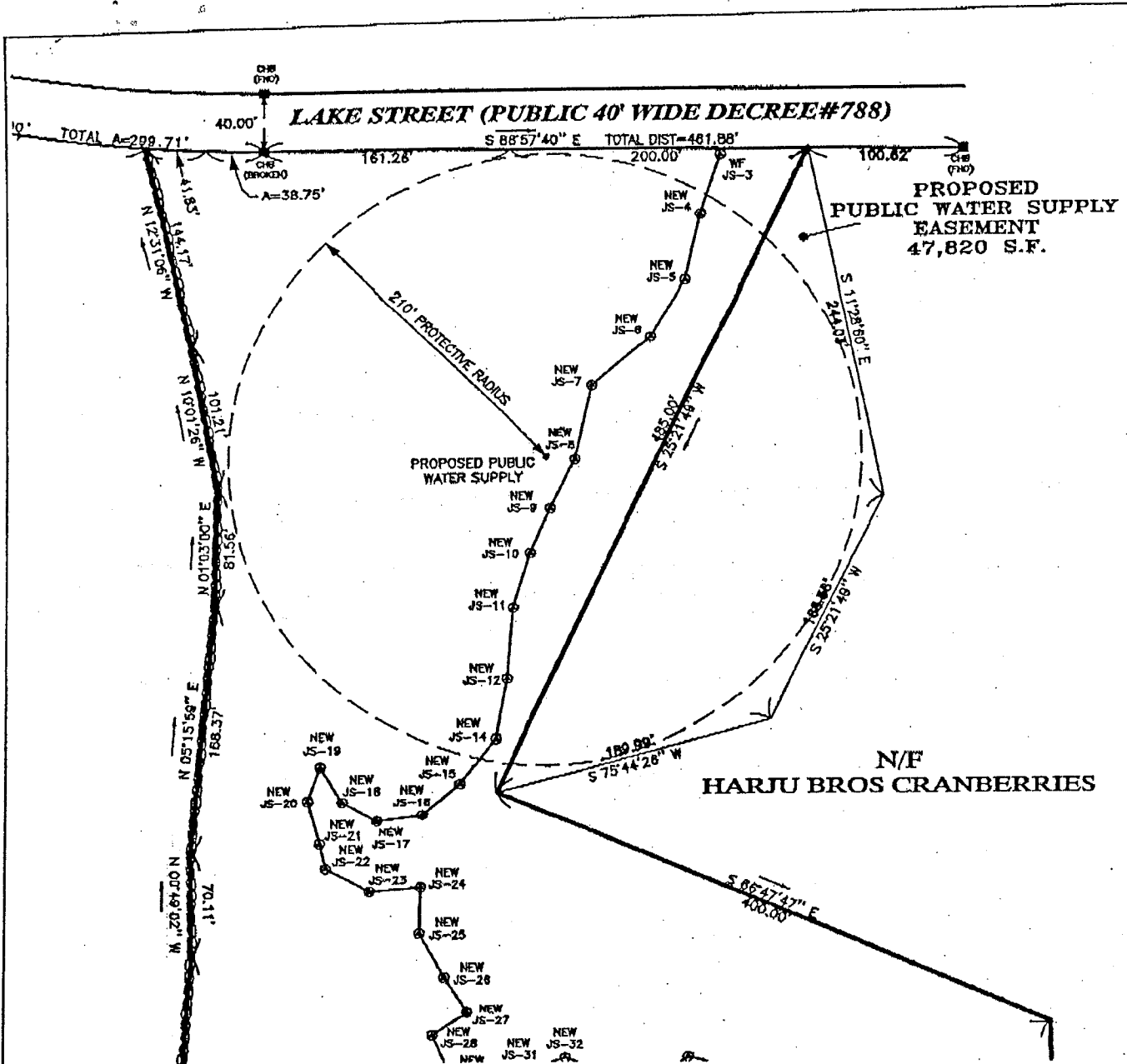
October 14, 2004

Then personally appeared _____, proved to me through satisfactory evidence of identification, which was a Massachusetts drivers license, to be the person whose name is signed on the preceding or attached document and acknowledged to me that he signed it voluntarily for its stated purpose, before me

Susan E. Callan (official signature and seal of notary)

My commission expires: 9-3-2010





SKETCH PLAN OF PUBLIC WATER SUPPLY EASEMENT
IN
PLYMPTON, MASS.

DRAWN FOR
CRANBERRY KNOLL CORP.

SCALE: 1" = 100' JUNE 17, 2004

VAUTRINOT LAND SURVEYING, INC.

REGISTERED LAND SURVEYORS & CIVIL ENGINEERS

PO BOX 144 PLYMPTON, MASS.
(781)-585-5505, FAX (781)-585-5520

DRAWN BY: RHV VLS-564



Alan C. Vautrinot, Jr.