

DESCHENES & FARRELL, P.C.

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*Douglas C. Deschenes*  
*Kathryn Lorah Farrell*  
*Melissa E. Robbins\**

*\*Admitted in MA and NH*

June 22, 2020

Newbury Zoning Board of Appeals  
12 Kent Way  
Byfield, MA 01922

**RE: 55 Pearson Drive – Comprehensive Permit Application  
Site Control; Purchase and Sales Agreement Extensions**

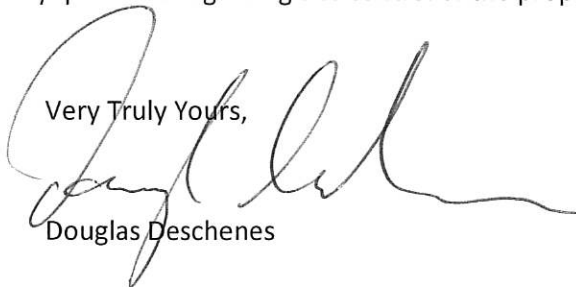
Dear Members of the Board,

This office represents Cricket Lane Development, LLC, Walter Eriksen, Manager, regarding the above referenced property. Cricket Lane Development, LLC received a Project Eligibility Letter, pursuant to Massachusetts General Laws Chapter 40B, from MassHousing on December 12, 2019, for a proposed 40B development located on a 15 +/- acre site at 55 Rear Pearson Drive. At that time, site control was established through Purchase and Sales Agreements between the Applicant and the relevant property owners.

Attached please find extensions of the Purchase and Sales Agreements for the property. My client has extended the purchase periods thereby maintaining "site control" for purposes of the Comprehensive Permit process.

Thank you for your time and attention to this matter. Please contact me if any further information is needed or if there are any questions regarding site control of the property.

Very Truly Yours,



Douglas Deschenes

AMENDMENT TO AND EXTENSION OF PURCHASE AND SALE AGREEMENT

Date: March 23, 2020

Seller: Byfield Estates, LLC

Buyer: Walter K. Eriksen, Jr.

Property: 55 Pearson Drive, Newbury, Massachusetts

The above referenced parties mutually agree to amend the Purchase and Sale Agreement between them dated March 28, 2019 (the "Agreement"), and to extend the time for performance as set forth below.

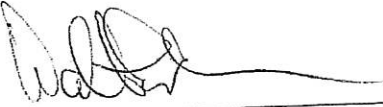
Paragraph 7 of the Agreement is amended to read as follows:

"7. TIME FOR PERFORMANCE; DELIVERY OF DEED. The time for performance for the closing hereunder shall be on or before the thirtieth (30<sup>th</sup>) day after all appeal periods have lapsed, without appeal, for necessary permits and approvals to allow the Buyer to complete the construction of 24 single-family residential house on the Byfield Estates premises, which the Buyer has agreed to purchase pursuant to the terms of a separate agreement; provided, however that the time for closing may be set at an earlier date if both the Buyer and Seller so elect in a mutually executed written instrument. The closing shall take place the office of the Buyer's counsel unless otherwise agreed upon in writing. Notwithstanding this, a closing must take place by no later than October 1, 2020 and, failing that, this Agreement shall become null and void and Buyer's deposit returned to him, unless the parties mutually agree to extend the time period further in writing. It is agreed that time is of the essence of this agreement."

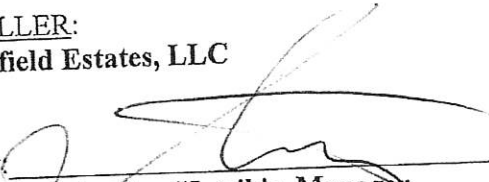
The purpose of this amendment and extension is to address the anticipated delay associated with the Buyer's permitting efforts in light of the spread of COVID-19, and the parties agree to continue to cooperate in good faith pending the Buyer's permitting process. All other terms of the Purchase and Sale Agreement shall remain in full force and effect.

This extension is intended to take effect as a sealed instrument.

BUYER:

By:   
Walter K. Eriksen, Jr.

SELLER:  
Byfield Estates, LLC

By:   
Haralambos Katsikis, Manager

**AMENDMENT TO AND EXTENSION OF PURCHASE AND SALE AGREEMENT**

Date: March 23, 2020

Seller: Byfield Estates, LLC

Buyer: Walter K. Eriksen, Jr.

Property: **"Byfield Estates" – 16 Acres off Pearson Drive, Newbury, Massachusetts**

The above referenced parties mutually agree to amend the Purchase and Sale Agreement between them dated March 28 2019 (the "Agreement"), and to extend the time for performance as set forth below.

Paragraph 7 of the Agreement is amended to read as follows:

"7. **TIME FOR PERFORMANCE; DELIVERY OF DEED.** The time for performance for the closing hereunder shall be on or before the thirtieth (30<sup>th</sup>) day after all appeal periods have lapsed, without appeal, for necessary permits and approvals to allow the Buyer to complete the construction of 24 single-family residential house on the Byfield Estates premises; provided, however that the time for closing may be set at an earlier date if both the Buyer and Seller so elect in a mutually executed written instrument. The closing shall take place the office of the Buyer's counsel unless otherwise agreed upon in writing. Notwithstanding this, a closing must take place by no later than October 1, 2020 and, failing that, this Agreement shall become null and void and Buyer's deposit returned to him, unless the parties mutually agree to extend the time period further in writing. It is agreed that time is of the essence of this agreement."

The purpose of this amendment and extension is to address the anticipated delay associated with the Buyer's permitting efforts in light of the spread of COVID-19, and the parties agree to continue to cooperate in good faith pending the Buyer's permitting process. All other terms of the Purchase and Sale Agreement shall remain in full force and effect.

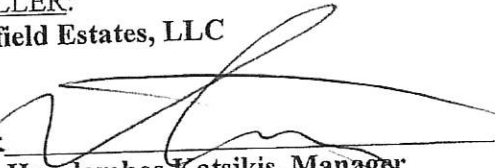
This extension is intended to take effect as a sealed instrument.

**BUYER:**

By:   
Walter K. Eriksen, Jr.


**SELLER:**

Byfield Estates, LLC

By:   
Haralambos Katsikis, Manager

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ENJ

A13

  
SO. ESSEX #255 Bk: 36692 Pg: 493  
05/03/2018 01:49 DEED Pg 1/3

MASSACHUSETTS EXCISE TAX  
Southern Essex District ROD  
Date: 05/03/2018 01:49 PM  
ID: 1237946 Doc# 20180503002550  
Fee: \$3,306.00  
Cons: \$725,000.00

**QUITCLAIM DEED**

We, **JEFFREY J. SMITH**, a married man of Merrimac, MA and **MICHAEL S. MCLAUGHLIN**, a married man of Tewksbury, MA

For consideration paid in the amount of

**Seven Hundred Twenty Five Thousand and 00/100 Dollars (\$725,000.00)**

GRANT TO: **BYFIELD ESTATES LLC**, A Massachusetts Limited Liability Company with a principal place of business located at 2 Dearborn Way, Middleton, MA 01949

With **QUITCLAIM COVENANTS**

**PARCEL I:**

The land located in Newbury, Byfield District, shown as Lot 40 on a Plan entitled "Definitive Plan of Highfields Subdivision, Newbury, Massachusetts, Owners Ronald O. Pearson and Kathleen A. Kriegal" dated August 1978, by Port Engineering Associates, Inc. Surveyors. Said Plan being recorded with Essex South District Registry of Deeds in Plan Book 152, Plan 63.

Said Lot 40 containing 1.28 acres more or less, according to said plan.

**PROPERTY ADDRESS: 55 PEARSON DRIVE, NEWBURY, MA 01922**

For title see Deed recorded in said Registry of Deeds at Book 27941, Page 42.

**PARCELL II:**

A certain parcel of land situated in Newbury, Essex County, Massachusetts, shown as Parcel B on a plan of land entitled, "Approval Not Required Plan, Pike Development, LLC Orchard Street, Newbury, MA", which plan is recorded with the South Essex Registry of Deeds in Plan Book No. 396, as Plan No. 5.

Parcel B contains 15.08 acres +/- according to said Plan. Reference is hereby made to said Plan for a more particular description of the said Parcel B.

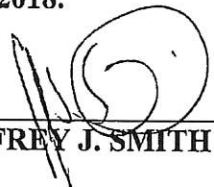
**PROPERTY ADDRESS: Vacant Land, Orchard Street, NEWBURY, MA 01922**

For title see Deed recorded in said Registry of Deeds at Book 34428, Page 106.

**By virtue of this deed, Grantors hereby release any and all rights of Homestead as shown as a matter of record or by operation of law and further state under the pains and penalties of perjury that there are no other persons entitled to the protection of the Homestead Act.**

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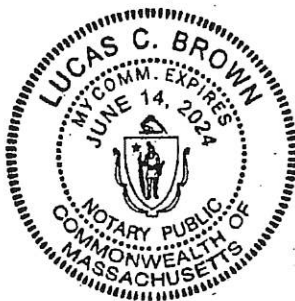
Witness my/our hand(s) and seal(s) **this 1st day of May, 2018.**

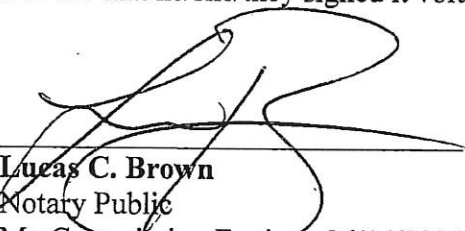
  
\_\_\_\_\_  
**JEFFREY J. SMITH**

**COMMONWEALTH OF MASSACHUSETTS**

Essex, ss.

On **this 1st day of May, 2018** before me, the undersigned notary public, personally appeared **JEFFREY J. SMITH**, proved to me through satisfactory evidence of identification, which was ☒ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☐ personal knowledge of the undersigned, to be the persons whose names are signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of (his) (her) knowledge and belief and acknowledged to me that he/she/they signed it voluntarily for its stated purpose.



  
\_\_\_\_\_  
**Lucas C. Brown**  
Notary Public  
My Commission Expires: **06/14/2024**

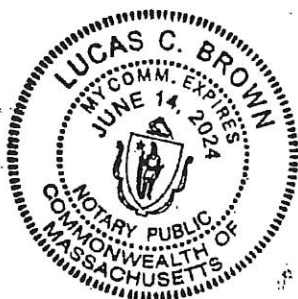
Witness my/our hand(s) and seal(s) this 1st day of May, 2018.

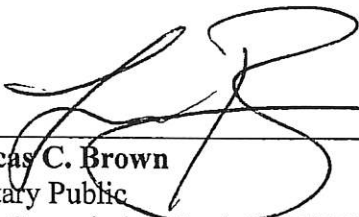
  
MICHAEL S. MCLAUGHLIN

**COMMONWEALTH OF MASSACHUSETTS**

Essex, ss.

On this 1st day of May, 2018 before me, the undersigned notary public, personally appeared **MICHAEL S. MCLAUGHLIN**, proved to me through satisfactory evidence of identification, which was ☒ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☐ personal knowledge of the undersigned, to be the persons whose names are signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of (his) (her) knowledge and belief and acknowledged to me that he/she/they signed it voluntarily for its stated purpose.



  
Lucas C. Brown  
Notary Public  
My Commission Expires: 06/14/2024