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July 16, 2024

Jordan Velozo, Chief Regulatory Officer
Cape Cod Commission
3225 Main Street
Barnstable, MA 02630

Re: DRI Exemption Application – North Falmouth Woodlands – The 300 Committee Land Trust; 48 Benjamin Nyes Lane & 0 Quaker Road, Falmouth

Dear Jordan:

Enclosed for your review and assessment as to completeness is our above-referenced client's application and required supporting materials for DRI Exemption pursuant to Section 7 of Chapter A of the Enabling Regulations of the Code of the Cape Cod Commission Regulations of General Application.

I have enclosed the following materials:

- 1) The Application Cover Sheet;
- 2) A project and application narrative from The 300 Committee Land Trust as Applicant;
- 3) Certified Abutters' List – 3 sets on self-adhesive labels;
- 4) Filing Fee of \$2,197.60, reflective of the application of a 20% discount as provided for in the Commission's Fee Schedule;
- 5) Copies of the Purchase and Sale Agreements between the Applicant and the Owner; and
- 6) Copy of the plan sheet, sizes 24" x 36" and 11" x 17".

The land plan sheet included shows the proposed subdivision of current Lot 4 (48 Benjamin Nyes Lane, approximately 55.705 acres). Lot 2 as shown on the enclosed plan is 0 Quaker Road and will remain in its current configuration. The enclosed project narrative goes into greater detail with respect to the Applicant's plans for each of the newly subdivided lots.

With respect to agencies or boards from which a permit or action will be sought, the Applicant will apply to the Falmouth Planning Board for an Approval Not Required plan endorsement if the Commission's DRI Exemption is granted. The Applicant will also need the approval of the Massachusetts Land Court to subdivide 48 Benjamin Nyes Lane and we are in the pre-filing review phase of that process with the Land Court's Engineering Department.

Please let me know if you have any questions or if the Commission requires any further information or documentation to consider the Application complete.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'M. Terry', with a large, sweeping initial 'M'.

Matthew M. Terry, Esq.

MMT
Enclosures



CAPE COD
COMMISSION

Application Cover Sheet

Cape Cod Commission
3225 Main Street, PO Box 226
Barnstable, MA 02630
Tel: (508) 362-3828 • Fax: (508) 362-3136

For Commission Use Only	
Date Received:	
Fee (\$):	
Check No:	
File No:	

A Type of Application (check all that apply)

<input type="checkbox"/> Development of Regional Impact (DRI)	<input checked="" type="checkbox"/> DRI Exemption	<input type="checkbox"/> Request for Joint MEPA/DRI Review
<input type="checkbox"/> DRI Scoping	<input type="checkbox"/> Hardship Exemption	<input type="checkbox"/> Decision Extension
	<input type="checkbox"/> Jurisdictional Determination	<input type="checkbox"/> Decision Modification

B Project Information

Project Name: North Falmouth Woodlands Total Site Acreage: 55.872 acres

Project/Property Location: 48 Benjamin Nyes Lane & 0 Quaker Road, Falmouth Zoning: Residential B

Brief Project Description:
Include total square footage of proposed and existing development, gross floor area, number of lots existing or to be created, specific uses, description of existing conditions, as applicable (attach additional sheets if necessary).
Please see attached Project Narrative from Applicant

C Owner(s) of Record

List the following information for all involved parcels. Provide copies of each Deed and Purchase and Sale Agreement and/or evidence of leasehold interest, if applicable, for all involved parcels. Proof of ownership/legal rights for Applicant(s) to proceed with the proposed development must be documented prior to the Commission deeming any application complete. List the local, state, or federal agencies from which permits or other actions have been/will be filed (attach additional sheets if necessary).

Map/Parcel	Owner's Name	Lot & Plan	Land Court Certificate of Title #	Registry of Deeds Book/Page #
05-02-022-004	LTC, LLC	Lot 4, LCP 31569-B	233129	
05-01-085-002	LTC, LLC	Lot 2, LCP 31569-A	233129	

There **ARE/ARE NOT** (circle one) court claims, pending or completed, involving this property (if yes, please attach relevant information).
Is there an existing CCC Decision for the Property? yes no (if so, recording information for decision, please attach relevant information).

D Certification

I hereby certify that all information provided on this application form and in the required attachments is true and accurate to the best of my knowledge. I agree to notify the Cape Cod Commission of any changes on the information provided in this application, in writing, as soon as is practicable. I understand failure to provide the required information and any fees may result in a procedural denial of my project.
NOTE: For wireless communication facilities, a licensed carrier should be either an applicant or a co-applicant.

APPLICANT

Applicant(s) Name: The 300 Committee Land Trust, Inc. Tel: 508-540-0876 Fax: 508-457-6406

Address: 13 Thomas B. Landers Road, East Falmouth, MA 02563

Signature: Jessica Warrington Date: 7/15/2024

CO-APPLICANT

Co-Applicant(s) Name: _____ Tel: _____ Fax: _____

Address: _____

Signature: _____ Date: _____

CONTACT

Contact: Matthew M. Terry, Esq. Tel: 508-540-6555 Fax: 508-457-1293

Address: Amend & Associates LLP, 39 Town Hall Square, Falmouth MA 02540

Signature: Matthew M. Terry, Esq. Date: 7/15/2024

PROPERTY OWNER

Property Owner: LTC, LLC (Steven Augusta, Manager) Tel: 508-509-4222 Fax: _____

Address: 2 Bourne Cove Road, East Falmouth, MA 02536

Signature: Steven August Mgr Date: 7/15/24

BILLABLE ENTITY

Name: N/A Tel: _____ Fax: _____

Address: _____



Preserving Open Space for Falmouth

13 Thomas B. Landers Road
East Falmouth, MA 02536-4779
phone 508.540.0876
fax 508.457.6406
www.300committee.org

President

Jo Ann Muramoto

Vice President

Gregory Mills

Treasurer

Richard Dotson

Clerk

Alexandra Lancaster

Directors

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Executive Director

Jessica Whritenour

*Director of Stewardship &
Communication Engagement*

Alexandra Zollo

Communications Associate

Elizabeth Saito

Tax Exempt #22-2659529

To: Kristy Senatori, Executive Director - Cape Cod Commission
From: Jessica Whritenour, Executive Director – The 300 Committee
Date: July 3, 2024
Re: North Falmouth Woodlands (48 Benjamin Nye Ln and 0 Quaker Rd)



Project overview: The 300 Committee Land Trust (T3C) is a non-profit conservation organization focused on open space protection in Falmouth. As we enter our 40th anniversary year (2025) of permanently protecting land in Falmouth, we are embarking on an exciting new collaborative project: the acquisition of a ~55.7-acre property in North Falmouth for open space conservation (48.2 acres) and a limited area of previously disturbed land reserved for future affordable housing development (7.5 acres).

The 48 acres to be protected has been near the top of T3C's acquisition wish list for decades and ranks very highly for these conservation values:

- Priority Habitat for rare and endangered species (eastern box turtle)
- Wetlands and buffer to certified vernal pool
- Prime Forest and Prime Soils
- Climate change resilience

Once the land is purchased, T3C plans to create trails that allow for public access while also protecting sensitive ecosystems. Because the land abuts the North Falmouth Elementary School, we envision the possibility of future educational programming featuring the land and its many natural resources.

CCC exemption request: The 300 Committee Land Trust is applying for an exemption from Commission review of this subdivision as a Development of Regional Impact (DRI) pursuant to Section 7 of Chapter A of the Commission's Enabling Regulations.

Our proposed project would trigger a DRI Review Threshold under Section 3 of Chapter A because it is a subdivision of land totaling 30 acres or more in common ownership or control. However, we believe this subdivision should be exempt from DRI Review because (i) the vast majority of subdivided acreage is being placed into permanent conservation and (ii) due to the conservation of all but 7.5 acres of the 55.7 being subdivided, the location, character and environmental effects of the subdivision will prevent its having any significant impacts on the resources, values and purposes protected by the Cape Cod Commission Act.

Acquisition details: In October 2023, The 300 Committee Land Trust (T3C) entered into a contract to purchase ~55.7 acres of land from LTC,



LLC (owned by Ruth & Steven Augusta). This is a market value transaction for conservation (~48.2 acres) and affordable housing (~7.5 acres) purposes. The Purchase and Sales Agreement was executed in mid-January 2024.

The land will be purchased in two phases over the course of two years: the first closing is scheduled for January 2025 (Lots 5 and 8) and the second closing is scheduled for January 2026 (Lots 6 and 7).

The phased acquisition over two-years is helpful to The 300 Committee from a financing perspective.

As part of the overall financing and permanent land protection plan, the Town of Falmouth Conservation Commission will purchase a conservation restriction (CR) on Lot 5 in January 2025 and on lot 6 in January 2026. The CR purchases will be funded through the Falmouth Community Preservation Fund (\$2 million appropriation, approved at the April 2024 Town Meeting) and MA LAND Grants (up to \$500,000 for Lot 5 and up to \$500,000 for Lot 6 for consideration in 2024 and 2025 respectively). The 300 Committee will donate a conservation restriction on Lot 8 to the Town of Falmouth Conservation Commission. These three conservation restrictions will allow for passive recreational use and will ensure permanent protection of the property for open space purposes.

PURCHASE AND SALE AGREEMENT
(along with any Rider(s), hereinafter referred to as the "Agreement")

This 18th day of January, 2024

1. PARTIES AND MAILING ADDRESSES
LTC, LLC, a Massachusetts Limited Liability Corporation, presently of 2 Bourne Cove Road, East Falmouth, MA 02536 (hereinafter referred to as the "SELLER" or "Seller") agrees to sell and The 300 Committee Land Trust, Inc., 157 Locust Street, Falmouth, MA 02540 (hereinafter referred to as the "BUYER" or "Buyer") (SELLER and BUYER sometimes hereinafter collectively referred to as the "Parties"), agrees to buy, upon the terms hereinafter set forth, the following described premises:
2. DESCRIPTION
Certain parcels of land and the buildings and improvements thereon, known and numbered as a portion of 48 Benjamin Nyes Lane, North Falmouth, MA 02556 (Town of Falmouth Assessor's Map Parcel ID 05 02 022 004) and 0 Quaker Road, North Falmouth, MA 02556 (Town of Falmouth Assessor's Map Parcel ID 05 01 085 002), as more particularly described in deeds recorded with the Barnstable County Registry of Deeds, as Document Numbers 1,482,251 and 1,482,252 on Land Court Certificate 233129 (hereinafter referred to as the "Premises"). In regards to this Purchase and Sale Agreement, Buyer will be purchasing LOT 3 on the attached Exhibit A and LOT 2 on Land Court Plan No. 31569-B).
3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES
Included in the sale as a part of the Premises are the buildings, structures, and improvements now thereon, and the fixtures used in connection therewith including, if any, all wall-to-wall carpeting, drapery rods, automatic garage door openers, venetian blinds, window shades, screens, screen doors, storm windows and doors, awnings, shutters, furnaces, heaters, heating equipment, stoves, ranges, oil and gas burners and fixtures appurtenant thereto, hot water heaters, plumbing and bathroom fixtures, garbage disposers, electric and other lighting fixtures, mantels, outside television antennas, fences, gates, trees, shrubs, plants, and appliances.
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 seven (7) 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) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
 - (d) Any liens for municipal betterments assessed after the date of this Agreement;
 - (e) Easements, restriction and reservations of record, if any, so long as the same do not prohibit or materially interfere with the intended use of the property as multiple residential dwellings and conservation land.
5. PLANS
If said deed refers to a plan necessary to be recorded therewith the BUYER 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 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 FOR A PORTION OF 48 BENJAMIN NYES LANE and 0 QUAKER ROAD (LOT 3 ON THE ATTACHED EXHIBIT A AND LOT 2 on Land Court Plan No. 31569-B)
- The agreed to purchase price for said Premises is Three Million Two Hundred Seventy-Two Thousand Five Hundred and 00/100 (\$3,272,500.00) Dollars, of which
- | | |
|-----------------|--|
| \$ 500.00 | having previously been paid to bind the "Offer to Purchase" |
| \$ 99,500.00 | have been paid as a deposit this day and |
| \$ 3,172,500.00 | are to be paid at the time of the recording of the deed by bank attorney's conveyancing, IOLTA or client's/trust account check(s) or domestic wire transfer to Seller's Attorney (subject to a reasonable wire processing fee) |

\$ 3,272,500.00	TOTAL
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8. TIME FOR PERFORMANCE; DELIVERY OF DEED
- Such deed for Lot 3 on Exhibit A attached hereto and Lot 2 on Land Court Plan No. 31569-B is to be delivered at 10:00 o'clock A.M. on the 15th day of January, 2026 (sometimes the "Closing" or "Closing Date"), at the office of Paula M. Kelley, Esq. 205 Worcester Court, Suite B2, Falmouth, MA 02540, unless otherwise agreed upon in writing. It is agreed that time is of the Essence of this Agreement. Neither SELLER nor their agents or attorney shall be required to attend closing but do agree to ensure that original SELLER signed Deed, Power of Attorney, and other customary documents are delivered to the closing attorney prior to Closing. BUYER and SELLER agree and acknowledge that their rights under this agreement are contingent upon the sale of a portion of 48 Benjamin Nyes Lane, North Falmouth, Massachusetts which is scheduled to close on January 15, 2025 (Lot 1 and 2 on Exhibit A attached hereto).
9. POSSESSION AND CONDITION OF PREMISES
- Full possession of said Premises free of all tenants and occupants is to be delivered at the time of the delivery and recording of the deed, said Premises to be then (a) in the same condition as they were at the time of Buyer's inspection, 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 Paragraph Four (4) hereof; and (d) in compliance and conformity with all other terms/provisions of this Agreement. The BUYER shall be entitled 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 Agreement.
10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM
- If the SELLER shall be unable to give good title pursuant to Paragraph Four (4) above, 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 pursuant to Paragraph Eight (8) hereof, and thereupon the time for performance hereof shall be extended for up to thirty (30) calendar days from SELLER'S written notice. The SELLER shall not be obligated to expend more than 0.5% of the Purchase Price set forth in Paragraph 7, inclusive of attorney's fees but exclusive of voluntary monetary and municipal liens, pursuant to this Paragraph.
11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc.
- If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or 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 thereof, 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 payments made under this Agreement shall be forthwith refunded to BUYER and all other obligations of the Parties hereto shall cease and this Agreement shall be void without recourse to the Parties hereto unless BUYER elects to accept title/condition as detailed in Paragraph 12 below.

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 Paragraph, if the said Premises shall have been damaged by fire, vandalism or other casualty, or in the event of a taking of all or a part of the Premises by eminent domain, then at BUYER's option, all payments made under this Agreement shall be refunded to BUYER and all other obligations of the Parties hereto shall cease and this Agreement shall be void without recourse to either Party.
13. ACCEPTANCE OF DEED The acceptance and recording 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 said 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 interests, provided that all instruments so procured are recorded simultaneously with the delivery of the deed, or in the case of mortgages granted by the SELLER to institutional lenders which are paid in full from the sale proceeds pursuant to written payoff letter(s) reasonably acceptable to BUYER's nationally recognized title insurance underwriter, same may be procured within a reasonable time after the delivery of said deed in accordance with local conveyancing practices.
15. INSURANCE Until the recording of the deed, the SELLER shall maintain insurance as it is as presently insured. All risk of loss shall remain with SELLER until delivery, acceptance and recording of the Deed.
16. ADJUSTMENTS Water use charges, and real estate taxes for the fiscal year in which the Closing takes place shall be apportioned, 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 delivery of the deed.
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 Not applicable.
19. BROKER(S) WARRANTY Not applicable.
20. DEPOSIT Buyer has paid a non-refundable deposit in the amount of Two Hundred Thousand Dollars (\$200,000.00) pursuant to the Offer to Purchase dated October 6, 2023 that has been released directly to Seller. One Hundred Thousand Dollars (\$100,000.00) of the deposit money shall be applied towards the purchase price at the closing on January 15, 2025. One Hundred Thousand Dollars (\$100,000.00) of the deposit money shall be applied towards the purchase at the closing on January 15, 2026.
21. BUYER'S DEFAULT; DAMAGES If the BUYER shall fail to fulfill the BUYER's agreements herein, and SELLER has fulfilled SELLER'S agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages and this shall be SELLER's sole and

exclusive remedy at both law and in equity for any default(s) by BUYER hereunder. The Parties acknowledge and agree that SELLER has no adequate remedy in the event of BUYER'S default under this Agreement because it is impossible to exactly calculate the damages which would accrue to SELLER in such event. Therefore, acknowledging this fact, the Parties agree that: (i) the deposit hereunder is the best estimate of such damages which would accrue to SELLER in the event of BUYER'S default hereunder, (ii) said deposit represents damages and not a penalty against BUYER, and (iii) the Parties have been afforded the opportunity to consult an attorney with regard to the provisions of this Paragraph.

22. RELEASE BY HUSBAND OR WIFE The SELLER's spouse hereby agrees to join in said deed and to release and convey all statutory and other rights and interests in said premises.
23. BROKER AS PARTY Not applicable.
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 made in writing by SELLER or SELLER's agents, except for the following additional warranties and representations, if any, made by either the SELLER or the Broker(s): NONE.
26. FUNDING BUYER will need to rely upon access to public funding, including but not limited to the Town of Falmouth and the Commonwealth of Massachusetts, for a portion of the total purchase price. BUYER shall report to SELLER the results of a Falmouth Town Meeting Vote in April 2024 for such funds. If despite the BUYERS' diligent efforts, public funding cannot be committed to on or by April 15, 2024, BUYERS may terminate this agreement by written notice to the SELLER, prior to the expiration of such time, whereupon any payments made under this agreement shall remain the property of the SELLER and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties.
27. CONSTRUCTION OF AGREEMENT This Agreement, which may be executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the Parties, is binding upon and enures to the benefit of the Parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the SELLER and the BUYER or their respective counsels. The Parties may rely upon facsimile copies or electronic copies of such written instruments. If two or more persons are named herein as BUYER and/or SELLER, their respective obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the Parties to it.
28. LEAD PAINT LAW The Parties acknowledge that, under Massachusetts law, whenever a child or children under six years of age resides in any residential premises in which any paint, plaster or other accessible material contains dangerous levels of lead, the owner of said premises must remove or cover said paint, plaster or other material so as to make it inaccessible to children under six years of age.
29. SMOKE AND CARBON The BUYER shall, at the time of delivery of the deed, deliver an original and current certificate from the local fire department of the city or town in which said Premises are

MONOXIDE
DETECTORS

located stating that said Premises have been equipped with approved smoke and carbon monoxide detectors and are in compliance with Massachusetts General Laws, Chapter 148, Sections 26E and 26F and in conformity with any applicable law. Seller will have no obligation to obtain a certificate in regards to the smoke and carbon monoxide alarms from the Town of Falmouth.

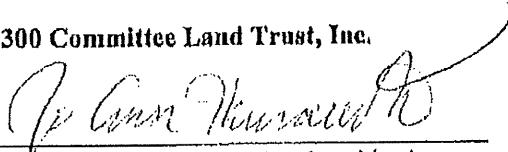
30. ADDITIONAL
PROVISIONS

The executed "Rider A" and "Exhibit A" attached hereto, are incorporated herein by reference. If any provision in the Rider conflicts in any way with any other provision in Paragraphs One (1) through Thirty (30), inclusive, of this Agreement or with any addenda or exhibits hereto, the provision contained in the Rider shall control.

FOR RESIDENTIAL PROPERTY CONSTRUCTED PRIOR TO 1978, BUYER MUST ALL HAVE SIGNED LEAD PAINT "PROPERTY TRANSFER NOTIFICATION CERTIFICATION"

NOTICE: THIS IS A LEGAL DOCUMENT THAT CREATES BINDING OBLIGATIONS. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY.

The 300 Committee Land Trust, Inc.




BUYER - Jo Ann Muramoto, President

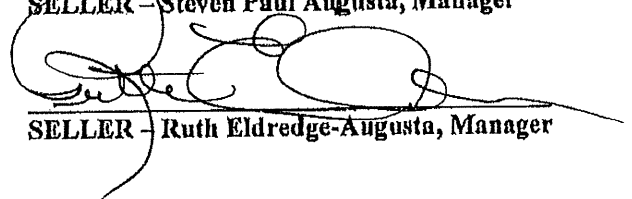


BUYER -- Richard Dotson, Treasurer

LTC, LLC



SELLER - Steven Paul Augusta, Manager



SELLER - Ruth Eldredge-Augusta, Manager

RIDER A TO PURCHASE AND SALE AGREEMENT BY AND BETWEEN

Concerning: A portion of 48 Benjamin Nye Lane and 0 Quaker Road, North Falmouth, MA 02556
(Lot 3 on Exhibit A attached hereto and Lot 2 on Land Court Plan No. 31569-A) ("Premises")

January 18, 2024

31. **NOTICE:** All notices required or to be given hereunder shall be in writing and deemed duly given when placed in the US Mail, postage prepaid, or sent via facsimile, when sent via FedEx, DHL, UPS or such other similar commercial overnight delivery courier/carrier (with electronic tracking and delivery confirmation), or sent via e-mail, or hand delivered addressed as follows:

If to BUYER:

Paula M. Kelley, Esquire
Kelley Law, LLC
205 Worcester Court, Suite B-2
Falmouth, MA 02540
Phone: 774-255-1425
Fax: 774-255-1298
Email: paula@kelleylaw-llc.com

If to SELLER:

Brett A. Sanidas, Esq.
205 Worcester Court
Falmouth, MA 02540
Office: (508) 540-6700
Fax: (508) 540-6787
Email: brett@falmouthlaw.com

or to such other address or addresses as may from time to time be designated by either party by written notice to the other.

32. **OFFER SUPERSEDED:** All offers and agreements made prior to this Agreement, including, without limitation, the memorandum executed by the Parties hereto, entitled "Contract to Purchase Real Estate" dated October 6, 2023 ("Offer") are hereby superseded, rendered null and void and shall have no further force and effect. It being the intent of the Parties that all obligations of the Parties are as previously made in writing or expressly set forth in this Agreement.
33. **ACCESS:** From and after the date of this Agreement, SELLER agrees to permit BUYER and its designees, including but not limited to prospective mortgage lenders (and their agents), contractors, architects and insurance agents, reasonable access (limited to a total of three (3) visits), at reasonable times, to the said Premises for the purpose of making measurements and the like. Said right of access shall be exercised only in the presence of SELLER, and only after reasonable prior notice, either written or oral, to the SELLER. In any event, it being agreed that Twenty-Four (24) hours in advance shall be deemed to be "reasonable prior notice" pursuant to this Paragraph. Under no such circumstance shall the BUYER or any agent of the BUYER be allowed to make any sort of alteration to the Premises during their access, without the prior written consent of the SELLER. BUYER hereby indemnifies and holds SELLER harmless for any loss occasioned by the BUYER exercising access rights under this provision to the extent that such damage does not result from the gross negligence, wanton, willful, reckless or intentional conduct of the SELLER or SELLER'S agents. BUYER'S indemnification herein shall be in addition to, and not in any way limited by, the deposit amounts held pursuant to this Agreement.
34. **INSPECTION:** BUYER represents to SELLER that BUYER (i) has had a full and ample opportunity to conduct any and all inspections of the Premises desired by BUYER, including without limitation, inspections regarding mechanical, structural, systems, pest and termite, lead paint, mold, asbestos, radon, as well as for hazardous chemicals, material, or substances; (ii) BUYER has waived the same, and accepts the Premises in its "as is" condition as of the date of closing; (iii) is not relying upon any warranties or representations, express or implied, of SELLER or SELLER'S agents as to the character, quality, quantity, use, value, or condition of the Premises,

except as expressly set forth in this Agreement; (iv) acknowledges and agrees that SELLER has no responsibility for any failure by the BUYER to fully exercise any and all of BUYER's inspection rights and/or to conduct any and all inspections as BUYER may desire; and, (v) further acknowledges and agrees that this provision has been specifically negotiated between SELLER and BUYER, that BUYER has been represented by counsel in said negotiation, and that SELLER would not enter into this Agreement but for the inclusion of this acknowledgement and disclaimer herein. BUYER further represents and agrees that the existence of any matter or condition revealed by, or which could have been revealed by an inspection shall not be deemed to be a default by SELLER under this Agreement. Any statements which may have previously been made by the SELLER, including without limitation in any realtor's/broker's questionnaire or so-called "SELLER's Disclosure Statement" or property listing information, if any, are specifically hereby voided and are superseded by this Agreement. BUYER acknowledges and agrees that SELLER shall have no obligation to repair any defect existing on the date of this Agreement. Without intending to limit the generality of the foregoing, SELLER does not warrant or represent that the Premises complies with current municipal, county, state or federal codes, ordinances, statutes, laws, regulations or the like, relating to zoning, building, environmental, health or involving the maintenance, operation or condition of the Premises. BUYER hereby agrees that SELLER shall have no responsibility or liability for complying with any codes, ordinances, statutes, laws, regulations or the like, including without limitation, those which relate to lead paint, asbestos, radon, mold, hazardous chemicals, materials, or substances or any requirements that SELLER remove any or all of the same, BUYER hereby assuming any and all such responsibility and liability as of the date of Closing. SELLER makes no representations concerning the accuracy of any information provided by the realtor(s) or broker(s) unless expressly set forth in this Agreement. BUYER further acknowledges and agrees that this provision has been specifically negotiated between SELLER and BUYER, that BUYER has been represented by counsel in said negotiation, and that SELLER would not enter into this Agreement but for the inclusion of this acknowledgement and disclaimer herein. The provisions of this Paragraph shall survive the Closing and delivery of the Deed hereunder.

35. **CONDITION OF THE PREMISES:** Notwithstanding any other provisions of this Agreement regarding the conditions of said Premises, at the time of Closing, the Premises need not be broom-swept and clean and free of all SELLER's possessions and debris (except for those items being conveyed with the Premises as expressly provided in this Agreement or those items that the Seller is specifically required to remove per the terms of this Agreement).
36. **LEAD PAINT NOTIFICATION:** BUYER acknowledges that every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase. BUYER acknowledges that in certain circumstances, BUYER may incur obligations to remove lead-based materials pursuant to Sections 190-197 of Chapter 111 of the Massachusetts General Laws. BUYER hereby agrees to accept and assume any and all such obligations upon the delivery and recording of the Deed. BUYER and SELLER acknowledge that the SELLER and the Brokers have complied with the requirements of Massachusetts General Laws Chapter 111, as amended, relative to the possible presence of lead paint in the Premises, including the provisions of Section 197A of Chapter 111. BUYERS acknowledge having been verbally informed of the possible presence of dangerous levels of lead in the Premises and of the provisions of the Lead Paint Statute, so called (M.G.L. Chapter 111, Sections 190 - 199A), and the regulations promulgated thereunder, and acknowledge receipt from SELLER and/or SELLER's agents, of a Commonwealth of Massachusetts, Department of Health Property Transfer Notification Certification, and further acknowledges being informed by SELLER and/or SELLER's agents about the availability of inspections for dangerous levels of lead. BUYER further acknowledges that SELLER has allowed BUYER ten (10) days to conduct inspections to determine whether lead is present on the Premises. BUYER acknowledges that given the age of the Premises; it is highly likely that they contain lead-based materials. BUYER hereby releases SELLER and SELLER's agents from liability for any damages, cost or expenses BUYER incurs as a result of the presence of lead in the Premises or in the soil surrounding the Premises. A copy of the Property Transfer Notification Certification was signed by BUYER at the time of the Offer. The provisions of this Paragraph shall survive delivery of the Deed hereunder.
37. **DEALINGS WITH BROKERS:** BUYER warrants and represents to SELLER and SELLER represents and warrants to BUYER that neither has dealt with any broker or other person entitled to a broker's commission in

connection with the negotiation or execution of this Agreement or the consummation of the transaction contemplated hereby and each agrees to hold the other harmless and indemnify the other against all damages, claims, losses and liabilities, including legal fees, incurred by the other, arising out of or resulting from the failure of its representation and warranty. The provisions of this Paragraph shall survive delivery of the Deed hereunder.

38. **BUYER REPRESENTATIONS:** BUYER represents that BUYER is aware of no lawsuits or demands or bankruptcies, pending or threatened, by or against BUYER that would affect BUYER's ability to purchase the Premises hereunder.
39. **SELLER DOCUMENTS:** SELLER shall execute and deliver simultaneously with the delivery of the deed, and when required shall on oath swear to the truth of the matters therein set forth, such documents as may reasonably be required of the SELLER, signing in a fiduciary capacity, by BUYER's counsel or the title insurance company insuring the Premises for BUYER, including without limiting the generality of the foregoing, certifications, or affidavits with respect to: (a) that there are no persons or parties in possession of the Premises; (b) an affidavit pursuant to Section 1445 of the Internal Revenue Code; and (c) 1099 reporting form. SELLER shall not execute or deliver an Owner's Affidavit or Survey Affidavit.
40. **KEYS:** At the Closing, SELLER shall provide BUYER with all keys, access cards, security codes, automatic garage door openers, mailbox keys, if any, and with all manuals and other information in SELLER's possession and/or control regarding any and all systems, fixtures, equipment and appliances used in connection with the Premises, if any. It is understood that SELLER will provide the warranties, manuals and other documentation as an accommodation to BUYER, and not as a condition of Closing.
41. **SELLER TO SIGN DEED:** SELLER shall execute the Deed personally. At the sole option of the BUYER, a Deed executed for the SELLER pursuant to a power of attorney shall not satisfy the title requirements of the Agreement.
42. **RECORDING OF DEED AND RELEASE OF PROCEEDS:** The Parties agree and understand that in the event the Closing is held at a place other than the appropriate County Registry of Deeds where the Premises is located, the SELLER'S proceeds will be held in escrow by SELLER'S attorney or broker until such time as the Deed and other Closing documents to be recorded are in fact placed on record at said Registry of Deeds. BUYER agrees to use reasonable efforts to record said Deed in a prompt and swift manner.
43. **NON-FOREIGN CERTIFICATION:** SELLER warrants and represents that SELLER is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986, as amended ("I.R.C."), and agrees to deliver to BUYER, at or before the Closing, an executed "non-foreign" affidavit in compliance with I.R.C. Section 1445(b)(2) and the regulations thereunder, evidencing the foregoing warranty and representation. If the SELLER does not or cannot provide such an affidavit or a "qualifying statement" issued by the Secretary of the Treasury in accordance with I.R.C. Section 1445(b)(4)(B) exempting the transaction from withholding, the "Closing Agent" for this transaction will be entitled to make withholdings in accordance with said Section 1445 on account of taxes which may be payable by the SELLER on account of the sale of the Premises. The Parties acknowledge and agree that the "Closing Agent" will be the person responsible for performing the Closing of this transaction, and, hence, for the appropriate filing of any documents and subject withholding with the Internal Revenue Service. SELLER does hereby forever release and discharge BUYER and BUYER's attorney from all liability resulting from, or arising out of, BUYER's and BUYER's attorney's good faith compliance with the requirements of Section 1445 the I.R.C. The provisions of this Paragraph shall survive delivery of the Deed hereunder.
44. **ATTORNEY AUTHORITY:** By executing this Agreement, the BUYER and SELLER hereby grant to their attorneys the actual authority to bind them for the sole limited purpose of allowing them to cancel, grant extensions, modify or amend this Agreement in writing, and the BUYER and SELLER shall be able to rely upon the signatures of said attorneys as binding unless they have actual knowledge that the principals have disclaimed the authority granted herein to bind them. Further, for purposes of this Agreement, email transmissions and/or facsimile signatures on such written instruments shall be binding.

45. **REBA TITLE STANDARDS:** Any title matter or practice matter arising under or relating to this Agreement which is the subject of a title or practice standard of the Massachusetts Real Estate Bar Association ("REBA") shall be governed by said title or practice standard to the extent applicable, and to the extent such title standard or practice standard does not contradict any expressed term or condition of this Agreement.

46. **PREMISES IN COMPLIANCE:** Without limitation of any other provisions of this Agreement, said Premises shall not be considered to be in compliance with the provisions of this Agreement with respect to title unless:

(a) All buildings, structures and improvements on the Premises, including, but not limited to, any driveway(s), garage(s), fence(s), shed(s) and all other improvements intended to be included in the sale and all means of access to and egress from the Premises shall be wholly within the lot lines of the Premises and shall not encroach upon, over or under any property not within such lot lines or property of any other person or entity, except by recorded easement;

(b) No building, structure, improvement, including, but not limited to, any driveway(s), garage(s), fence(s), shed(s), way(s) or property of any kind encroaches upon, over or under the Premises from other premises, except by recorded easement;

(c) Title to the Premises is insurable, for the benefit of the BUYER, by a title insurance company reasonably acceptable to BUYER, in a fee owner's so called: "Enhanced" or "Expanded" policy of title insurance, at normal premium rates for such enhanced policies, subject only to the exceptions permitted under Paragraph Four (4) of this Agreement and those printed exceptions to title normally included in the "jacket" to such form or policy;

(d) The Premises abut or have vehicular and pedestrian access to a public way, duly laid out or accepted as such by the town or city in which the Premises are located and the Premises and all buildings and improvements thereon have unrestricted and unencumbered vehicular and pedestrian access to such public way;

(e) Certificates of Compliance for any lot specific outstanding Orders of Conditions pertaining to wetlands have been recorded or delivered for recording at closing.

It is agreed that in the event of a title matter for which a title insurance company is willing to issue a so-called "clean" policy or provide "affirmative coverage" over a known defect or problem, BUYER may elect to accept same but shall not be required to do so, and shall have the right, at the option of their counsel, to deem title to the Premises unacceptable or unmarketable and to terminate this Agreement.

This Paragraph 46. is only enforceable and applicable for matters that have manifested or have been recorded at the Barnstable Registry of Deeds after December 29, 2023.

47. **MULTIPLE COUNTERPARTS:** The Parties acknowledge and agree that this Agreement may be signed in counterparts, and for purposes of this Agreement, facsimile or electronically scanned or submitted signatures shall be construed as original, except as to the Deed and the Closing documents and except as to documents intended to be recorded.

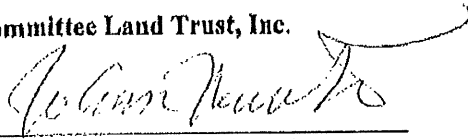
48. **SATURDAY, SUNDAY, HOLIDAY:** In the event that any deadline or date for performance or providing notice contained herein (including, without limitation, any contingencies or extensions of the time for performance under this Agreement), falls on a Saturday, Sunday or legal holiday, as the case may be, such deadline or other date shall be automatically extended to the immediately following business day.

49. **ATTORNEY REVIEW:** It is acknowledged and presumed that the substance and form of this Agreement have been fully reviewed by the Parties hereto and approved as to form by their respective counsel. It is further acknowledged and agreed that no presumption shall exist against either party hereto by virtue of this Agreement being considered to have been drafted by counsel for either party thereto. Both BUYER and SELLER hereby acknowledge that they have been offered the opportunity to seek and confer with qualified legal counsel of their choice prior to signing this Agreement.

50. **POST CLOSING ADJUSTMENTS:** In the event any apportionment/adjustment pursuant to Paragraph sixteen (16) is, within sixty (60) days subsequent to the Closing, found to be erroneous, then either Party hereto who is entitled to additional monies shall invoice (along with reasonably detailed back-up data) the other Party for such additional amounts as may be owing, and such amounts shall be paid, with good funds, within ten (10) days from the date of the invoice unless the adjustment is disputed in good faith by the other Party. The provisions of this Paragraph shall survive the Closing and delivery of the deed hereunder for sixty (60) days.
51. **SEVERABILITY:** If this Agreement or any other provisions by way of reference incorporated herein shall contain any term or provision which shall be invalid, then the remainder of the Agreement or other instrument by way of reference incorporated herein, as the case may be, shall not be affected thereby and shall remain valid and in full force and effect to the fullest extent permitted by law.
52. **EXCUSED DELAY:** The Time for Performance may be extended by the Buyer by written notice for an Excused Delay which materially affects the Buyer's ability to close or obtain financing. As used herein an Excused Delay means a delay caused by an Act of God, declared state of emergency or public health emergency, pandemic (specifically including COVID-19), government mandated quarantine, war, acts of terrorism, and/or order of government or civil or military authorities. Notwithstanding anything to the contrary contained in this Agreement, said Extension shall not exceed ten (10) days.
53. **SELLER'S ACTUAL KNOWLEDGE:** All of SELLER's representations under this Agreement are to the SELLER's actual knowledge, and without conducting any independent investigation or inquiry and are not intended to imply or create any obligation for the SELLER to take additional actions or more further inquiry with regard to any topics contained within this Agreement or elsewhere, including but not limited to, documents, to be executed in conjunction with the Closing; furthermore, it is acknowledged and agreed by the Parties that any such representations shall not constitute a representation or warranty against the existence of such conditions about which SELLER has no knowledge, nor a representation or warranty against the discovery or occurrence of such conditions. The provisions of this Paragraph shall survive the Closing and delivery of the Deed hereunder.
54. **TITLE 5 COMPLIANCE:** The Premises are serviced by an on-site subsurface wastewater disposal system (the "System") regulated by Title 5 of the Massachusetts State Environmental Code ("Title 5"). Seller will pump the septic system (cesspool) and have it filled with sand on or by January 15, 2026.
55. Seller will have the oil pumped out of the two 275-gallon AST's on or by January 15, 2026.
56. Seller will have the two shipping containers and the shed near 631 Quaker Road removed from the subject property on or by January 15, 2025.
57. The Buyer has conducted all of the Buyers due diligence both in regards to the property itself and as to title in regards to any matters of record as of December 29, 2023 and any encroachments and takes the property and the title to the property in its "as is" condition as of December 29, 2023 except for those items that the Seller has agreed to specifically remedy in Paragraphs 54-56 of this Agreement unless any new issues manifest on or by closing.
58. **BUYER will be responsible for paying the property taxes and any betterments for the entire parcel, including those parcels the Buyer has not yet purchased, as of January 15, 2025.**

Executed as a sealed instrument this 18th day of January, 2024.

The 300 Committee Land Trust, Inc.

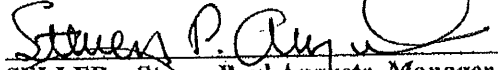


BUYER -- Jo Ann Muramoto, President

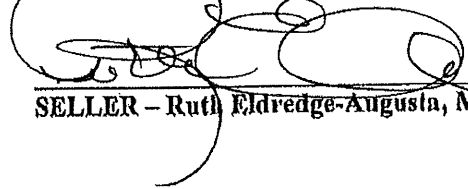


BUYER -- Richard Dotson, Treasurer

LTC, LLC



SELLER -- Steven Paul Augusta, Manager



SELLER -- Ruth Eldredge-Augusta, Manager

PURCHASE AND SALE AGREEMENT
(along with any Rider(s), hereinafter referred to as the "Agreement")

This 18TH day of January, 2024

1. PARTIES AND MAILING ADDRESSES LTC, LLC, a Massachusetts Limited Liability Corporation, presently of 2 Bourne Cove Road, East Falmouth, MA 02536 (hereinafter referred to as the "SELLER" or "Seller") agrees to sell and **The 300 Committee Land Trust, Inc.**, 157 Locust Street, Falmouth, MA 02540 (hereinafter referred to as the "BUYER" or "Buyer") (SELLER and BUYER sometimes hereinafter collectively referred to as the "Parties"), agrees to buy, upon the terms hereinafter set forth, the following described premises:
2. DESCRIPTION Certain parcels of land and the buildings and improvements thereon, known and numbered as a portion of **48 Benjamin Nyes Lane, North Falmouth, MA 02556 (Town of Falmouth Assessor's Map Parcel ID 05 02 022 004)**, as more particularly described in deeds recorded with the Barnstable County Registry of Deeds, as Document Numbers 1,482,251 and 1,482,252 on **Land Court Certificate 233129** (hereinafter referred to as the "Premises"). In regards to this Purchase and Sale Agreement, Buyer will be purchasing LOT 1 and LOT 2 on the attached Exhibit A.
3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES Vacant Land
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 seven (7) 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) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
 - (d) Any liens for municipal betterments assessed after the date of this Agreement;
 - (e) Easements, restriction and reservations of record, if any, so long as the same do not prohibit or materially interfere with the intended use of the property as multiple residential dwellings and conservation land.
5. PLANS If said deed refers to a plan necessary to be recorded therewith the BUYER 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 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 FOR A PORTION OF 48 BENJAMIN NYES LANE (LOT 1 AND LOT 2 ON THE ATTACHED The agreed to purchase price for said Premises is **Two Million Six Hundred Seventy-Seven Thousand Five Hundred and 00/100 (\$2,677,500.00) Dollars**, of which

\$ 500.00	having previously been paid to bind the "Offer to Purchase"
\$ 99,500.00	have been paid as a deposit this day and

EXHIBIT A)

\$ 2,577,500.00

are to be paid at the time of the recording of the deed by bank attorney's conveyancing, IOLTA or client's/trust account check(s) or domestic wire transfer to Seller's Attorney (subject to a reasonable wire processing fee)

\$ 2,677,500.00

TOTAL

8. **TIME FOR PERFORMANCE; DELIVERY OF DEED** Such deed for Lot 1 and Lot 2 is to be delivered at 10:00 o'clock A.M. on the 15th day of January, 2025 (sometimes the "Closing" or "Closing Date"), at the office of Paula M. Kelley, Esq. 205 Worcester Court, Suite B2, Falmouth, MA 02540, unless otherwise agreed upon in writing. It is agreed that time is of the Essence of this Agreement. Neither SELLER nor their agents or attorney shall be required to attend closing but do agree to ensure that original SELLER signed Deed, Power of Attorney, and other customary documents are delivered to the closing attorney prior to Closing. BUYER and SELLER agree and acknowledge that their rights under this agreement are contingent upon the purchase and sale agreement for the remaining portion of 48 Benjamin Nyes Lane, North Falmouth, Massachusetts (Lot 3 on Exhibit A attached hereto) and 0 Quaker Road, North Falmouth, Massachusetts (Lot 2 on Land Court Plan No. 31569A).
9. **POSSESSION AND CONDITION OF PREMISES** Full possession of said Premises free of all tenants and occupants is to be delivered at the time of the delivery and recording of the deed, said Premises to be then (a) in the same condition as they were at the time of Buyer's inspection, 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 Paragraph Four (4) hereof; and (d) in compliance and conformity with all other terms/provisions of this Agreement. The BUYER shall be entitled 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 Agreement.
10. **EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM** If the SELLER shall be unable to give good title pursuant to Paragraph Four (4) above, 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 pursuant to Paragraph Eight (8) hereof, and thereupon the time for performance hereof shall be extended for up to thirty (30) calendar days from SELLER'S written notice. The SELLER shall not be obligated to expend more than 0.5% of the Purchase Price set forth in Paragraph 7, inclusive of attorney's fees but exclusive of voluntary monetary and municipal liens, pursuant to this Paragraph.
11. **FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc.** If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or 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 thereof, 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 payments made under this Agreement shall be forthwith refunded to BUYER and all other obligations of the Parties hereto shall cease and this Agreement shall be void without recourse to the Parties hereto unless BUYER elects to accept title/condition as detailed in Paragraph 12 below.
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 Paragraph, if the said Premises shall have been damaged by fire, vandalism or other casualty, or in the event of a taking of all or a part of the Premises by

eminent domain, then at BUYER's option, all payments made under this Agreement shall be refunded to BUYER and all other obligations of the Parties hereto shall cease and this Agreement shall be void without recourse to either Party.

13. ACCEPTANCE OF DEED The acceptance and recording 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 said 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 interests, provided that all instruments so procured are recorded simultaneously with the delivery of the deed, or in the case of mortgages granted by the SELLER to institutional lenders which are paid in full from the sale proceeds pursuant to written payoff letter(s) reasonably acceptable to BUYER's nationally recognized title insurance underwriter, same may be procured within a reasonable time after the delivery of said deed in accordance with local conveyancing practices.
15. INSURANCE Until the recording of the deed, the SELLER shall maintain insurance as it is as presently insured. All risk of loss shall remain with SELLER until delivery, acceptance and recording of the Deed.
16. ADJUSTMENTS Water use charges, and real estate taxes for the fiscal year in which the Closing takes place shall be apportioned, 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 delivery of the deed.
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 Not applicable.
19. BROKER(S) WARRANTY Not applicable.
20. DEPOSIT Buyer has paid a non-refundable deposit in the amount of Two Hundred Thousand Dollars (\$200,000.00) pursuant to the Offer to Purchase dated October 6, 2023 that has been released directly to Seller. One Hundred Thousand Dollars (\$100,000.00) of the deposit money shall be applied towards the purchase price at the closing on January 15, 2025. One Hundred Thousand Dollars (\$100,000.00) of the deposit money shall be applied towards the purchase price at the closing on January 15, 2026.
21. BUYER'S DEFAULT; DAMAGES If the BUYER shall fail to fulfill the BUYER's agreements herein, and SELLER has fulfilled SELLER'S agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages and this shall be SELLER's sole and exclusive remedy at both law and in equity for any default(s) by BUYER hereunder. The Parties acknowledge and agree that SELLER has no adequate remedy in the event of BUYER'S default under this Agreement because it is impossible to exactly calculate the damages which would accrue to SELLER in such event. Therefore, acknowledging this fact, the Parties agree that: (i) the deposit hereunder is the best estimate of such damages which would accrue to SELLER in the event of BUYER'S default hereunder, (ii) said


deposit represents damages and not a penalty against BUYER, and (iii) the Parties have been afforded the opportunity to consult an attorney with regard to the provisions of this Paragraph.

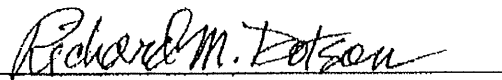
22. RELEASE BY HUSBAND OR WIFE The SELLER's spouse hereby agrees to join in said deed and to release and convey all statutory and other rights and interests in said premises.
23. BROKER AS PARTY Not applicable.
24. LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, etc. If the SELLER or BUYER executes this 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 made in writing by SELLER or SELLER's agents, except for the following additional warranties and representations, if any, made by either the SELLER or the Broker(s): NONE.
26. FUNDING BUYER will need to rely upon access to public funding, including but not limited to the Town of Falmouth and the Commonwealth of Massachusetts, for a portion of the total purchase price. BUYER shall report to SELLER the results of a Falmouth Town Meeting Vote in April 2024 for such funds. If despite the BUYERS' diligent efforts, public funding cannot be committed to on or by April 15, 2024, BUYERS may terminate this agreement by written notice to the SELLER, prior to the expiration of such time, whereupon any payments made under this agreement shall remain the property of the SELLER and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties.
27. CONSTRUCTION OF AGREEMENT This Agreement, which may be executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the Parties, is binding upon and enures to the benefit of the Parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the SELLER and the BUYER or their respective counsels. The Parties may rely upon facsimile copies or electronic copies of such written instruments. If two or more persons are named herein as BUYER and/or SELLER, their respective obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the Parties to it.
28. LEAD PAINT LAW Not applicable.
29. SMOKE AND CARBON MONOXIDE DETECTORS Not applicable.
30. ADDITIONAL PROVISIONS The executed "Rider A" and "Exhibit A" attached hereto, are incorporated herein by reference. If any provision in the Rider conflicts in any way with any other provision in Paragraphs One (1) through Thirty (30), inclusive, of this Agreement or with any addenda or exhibits hereto, the provision contained in the Rider shall control.

FOR RESIDENTIAL PROPERTY CONSTRUCTED PRIOR TO 1978, BUYER MUST ALL HAVE SIGNED LEAD
PAINT "PROPERTY TRANSFER NOTIFICATION CERTIFICATION"

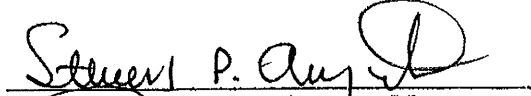
NOTICE: THIS IS A LEGAL DOCUMENT THAT CREATES BINDING OBLIGATIONS. IF NOT
UNDERSTOOD, CONSULT AN ATTORNEY.

The 300 Committee Land Trust, Inc.


BUYER -- Jo Ann Muramoto, President


BUYER -- Richard Dotson, Treasurer

LTC, LLC


SELLER -- Steven Paul Augusta, Manager


SELLER -- Ruth Eldredge-Augusta, Manager

RIDER A TO PURCHASE AND SALE AGREEMENT BY AND BETWEEN

Concerning: A portion of 48 Benjamin Nye Lane, North Falmouth, MA 02556
(Lot 1 and Lot 2 Exhibit A attached hereto) ("Premises")

January 18, 2024

31. **NOTICE:** All notices required or to be given hereunder shall be in writing and deemed duly given when placed in the US Mail, postage prepaid, or sent via facsimile, when sent via FedEx, DHL, UPS or such other similar commercial overnight delivery courier/carrier (with electronic tracking and delivery confirmation), or sent via e-mail, or hand delivered addressed as follows:

If to BUYER:

Paula M. Kelley, Esquire
Kelley Law, LLC
205 Worcester Court, Suite B-2
Falmouth, MA 02540
Phone: 774-255-1425
Fax: 774-255-1298
Email: paula@kelleylaw-llc.com

If to SELLER:

Brett A. Sanidas, Esq.
205 Worcester Court
Falmouth, MA 02540
Office: (508) 540-6700
Fax: (508) 540-6787
Email: brett@falmouthlaw.com

or to such other address or addresses as may from time to time be designated by either party by written notice to the other.

32. **OFFER SUPERSEDED:** All offers and agreements made prior to this Agreement, including, without limitation, the memorandum executed by the Parties hereto, entitled "Contract to Purchase Real Estate" dated October 6, 2023 ("Offer") are hereby superseded, rendered null and void and shall have no further force and effect. It being the intent of the Parties that all obligations of the Parties are as previously made in writing or expressly set forth in this Agreement.
33. **ACCESS:** From and after the date of this Agreement, SELLER agrees to permit BUYER and its designees, including but not limited to prospective mortgage lenders (and their agents), contractors, architects and insurance agents, reasonable access (limited to a total of three (3) visits), at reasonable times, to the said Premises for the purpose of making measurements and the like. Said right of access shall be exercised only in the presence of SELLER and only after reasonable prior notice, either written or oral, to the SELLER. In any event, it being agreed that Twenty-Four (24) hours in advance shall be deemed to be "reasonable prior notice" pursuant to this Paragraph. Under no such circumstance shall the BUYER or any agent of the BUYER be allowed to make any sort of alteration to the Premises during their access, without the prior written consent of the SELLER. BUYER hereby indemnifies and holds SELLER harmless for any loss occasioned by the BUYER exercising access rights under this provision to the extent that such damage does not result from the gross negligence, wanton, willful, reckless or intentional conduct of the SELLER or SELLER'S agents. BUYER'S indemnification herein shall be in addition to, and not in any way limited by, the deposit amounts held pursuant to this Agreement.
34. **INSPECTION:** BUYER represents to SELLER that BUYER (i) has had a full and ample opportunity to conduct any and all inspections of the Premises desired by BUYER, including without limitation, inspections regarding mechanical, structural, systems, pest and termite, lead paint, mold, asbestos, radon, as well as for hazardous chemicals, material, or substances; (ii) BUYER has waived the same, and accepts the Premises in its "as is" condition as of the date of closing; (iii) is not relying upon any warranties or representations, express or implied, of SELLER or SELLER'S agents as to the character, quality, quantity, use, value, or condition of the Premises,

except as expressly set forth in this Agreement; (iv) acknowledges and agrees that SELLER has no responsibility for any failure by the BUYER to fully exercise any and all of BUYER's inspection rights and/or to conduct any and all inspections as BUYER may desire; and, (v) further acknowledges and agrees that this provision has been specifically negotiated between SELLER and BUYER, that BUYER has been represented by counsel in said negotiation, and that SELLER would not enter into this Agreement but for the inclusion of this acknowledgement and disclaimer herein. BUYER further represents and agrees that the existence of any matter or condition revealed by, or which could have been revealed by an inspection shall not be deemed to be a default by SELLER under this Agreement. Any statements which may have previously been made by the SELLER, including without limitation in any realtor's/broker's questionnaire or so-called "SELLER's Disclosure Statement" or property listing information, if any, are specifically hereby voided and are superseded by this Agreement. BUYER acknowledges and agrees that SELLER shall have no obligation to repair any defect existing on the date of this Agreement. Without intending to limit the generality of the foregoing, SELLER does not warrant or represent that the Premises complies with current municipal, county, state or federal codes, ordinances, statutes, laws, regulations or the like, relating to zoning, building, environmental, health or involving the maintenance, operation or condition of the Premises. BUYER hereby agrees that SELLER shall have no responsibility or liability for complying with any codes, ordinances, statutes, laws, regulations or the like, including without limitation, those which relate to lead paint, asbestos, radon, mold, hazardous chemicals, materials, or substances or any requirements that SELLER remove any or all of the same, BUYER hereby assuming any and all such responsibility and liability as of the date of Closing. SELLER makes no representations concerning the accuracy of any information provided by the realtor(s) or broker(s) unless expressly set forth in this Agreement. BUYER further acknowledges and agrees that this provision has been specifically negotiated between SELLER and BUYER, that BUYER has been represented by counsel in said negotiation, and that SELLER would not enter into this Agreement but for the inclusion of this acknowledgement and disclaimer herein. The provisions of this Paragraph shall survive the Closing and delivery of the Deed hereunder.

35. **CONDITION OF THE PREMISES:** Notwithstanding any other provisions of this Agreement regarding the conditions of said Premises, at the time of Closing, the Premises need not be broom-swept and clean and free of all SELLER's possessions and debris (except for those items being conveyed with the Premises as expressly provided in this Agreement or those items that the Seller is specifically required to remove per the terms of this Agreement).
36. **DEALINGS WITH BROKERS:** BUYER warrants and represents to SELLER and SELLER represents and warrants to BUYER that neither has dealt with any broker or other person entitled to a broker's commission in connection with the negotiation or execution of this Agreement or the consummation of the transaction contemplated hereby and each agrees to hold the other harmless and indemnify the other against all damages, claims, losses and liabilities, including legal fees, incurred by the other, arising out of or resulting from the failure of its representation and warranty. The provisions of this Paragraph shall survive delivery of the Deed hereunder.
37. **BUYER REPRESENTATIONS:** BUYER represents that BUYER is aware of no lawsuits or demands or bankruptcies, pending or threatened, by or against BUYER that would affect BUYER's ability to purchase the Premises hereunder.
38. **SELLER DOCUMENTS:** SELLER shall execute and deliver simultaneously with the delivery of the deed, and when required shall on oath swear to the truth of the matters therein set forth, such documents as may reasonably be required of the SELLER, signing in a fiduciary capacity, by BUYER's counsel or the title insurance company insuring the Premises for BUYER, including without limiting the generality of the foregoing, certifications, or affidavits with respect to: (a) that there are no persons or parties in possession of the Premises; (b) an affidavit pursuant to Section 1445 of the Internal Revenue Code; and (c) 1099 reporting form. SELLER shall not execute or deliver an Owner's Affidavit or Survey Affidavit.
39. **SELLER TO SIGN DEED:** SELLER shall execute the Deed personally. At the sole option of the BUYER, a Deed executed for the SELLER pursuant to a power of attorney shall not satisfy the title requirements of the Agreement.

40. **RECORDING OF DEED AND RELEASE OF PROCEEDS:** The Parties agree and understand that in the event the Closing is held at a place other than the appropriate County Registry of Deeds where the Premises is located, the SELLER'S proceeds will be held in escrow by SELLER'S attorney or broker until such time as the Deed and other Closing documents to be recorded are in fact placed on record at said Registry of Deeds. BUYER agrees to use reasonable efforts to record said Deed in a prompt and swift manner.
41. **NON-FOREIGN CERTIFICATION:** SELLER warrants and represents that SELLER is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986, as amended ("I.R.C."), and agrees to deliver to BUYER, at or before the Closing, an executed "non-foreign" affidavit in compliance with I.R.C. Section 1445(b)(2) and the regulations thereunder, evidencing the foregoing warranty and representation. If the SELLER does not or cannot provide such an affidavit or a "qualifying statement" issued by the Secretary of the Treasury in accordance with I.R.C. Section 1445(b)(4)(B) exempting the transaction from withholding, the "Closing Agent" for this transaction will be entitled to make withholdings in accordance with said Section 1445 on account of taxes which may be payable by the SELLER on account of the sale of the Premises. The Parties acknowledge and agree that the "Closing Agent" will be the person responsible for performing the Closing of this transaction, and, hence, for the appropriate filing of any documents and subject withholding with the Internal Revenue Service. SELLER does hereby forever release and discharge BUYER and BUYER's attorney from all liability resulting from, or arising out of, BUYER's and BUYER's attorney's good faith compliance with the requirements of Section 1445 the I.R.C. The provisions of this Paragraph shall survive delivery of the Deed hereunder.
42. **ATTORNEY AUTHORITY:** By executing this Agreement, the BUYER and SELLER hereby grant to their attorneys the actual authority to bind them for the sole limited purpose of allowing them to cancel, grant extensions, modify or amend this Agreement in writing, and the BUYER and SELLER shall be able to rely upon the signatures of said attorneys as binding unless they have actual knowledge that the principals have disclaimed the authority granted herein to bind them. Further, for purposes of this Agreement, email transmissions and/or facsimile signatures on such written instruments shall be binding.
43. **REBA TITLE STANDARDS:** Any title matter or practice matter arising under or relating to this Agreement which is the subject of a title or practice standard of the Massachusetts Real Estate Bar Association ("REBA") shall be governed by said title or practice standard to the extent applicable, and to the extent such title standard or practice standard does not contradict any expressed term or condition of this Agreement.
44. **PREMISES IN COMPLIANCE:** Without limitation of any other provisions of this Agreement, said Premises shall not be considered to be in compliance with the provisions of this Agreement with respect to title unless:
- (a) All buildings, structures and improvements on the Premises, including, but not limited to, any driveway(s), garage(s), fence(s), shed(s) and all other improvements intended to be included in the sale and all means of access to and egress from the Premises shall be wholly within the lot lines of the Premises and shall not encroach upon, over or under any property not within such lot lines or property of any other person or entity, except by recorded easement;
 - (b) No building, structure, improvement, including, but not limited to, any driveway(s), garage(s), fence(s), shed(s), way(s) or property of any kind encroaches upon, over or under the Premises from other premises, except by recorded easement;
 - (c) Title to the Premises is insurable, for the benefit of the BUYER, by a title insurance company reasonably acceptable to BUYER, in a fee owner's so called: "Enhanced" or "Expanded" policy of title insurance, at normal premium rates for such enhanced policies, subject only to the exceptions permitted under Paragraph Four (4) of this Agreement and those printed exceptions to title normally included in the "jacket" to such form or policy; and
 - (D) Certificates of Compliance for any lot specific outstanding Orders of Conditions pertaining to wetlands have been recorded or delivered for recording at closing.

It is agreed that in the event of a title matter for which a title insurance company is willing to issue a so-called "clean" policy or provide "affirmative coverage" over a known defect or problem, BUYER may elect to accept

same but shall not be required to do so, and shall have the right, at the option of their counsel, to deem title to the Premises unacceptable or unmarketable and to terminate this Agreement.

This Paragraph 46. is only enforceable and applicable for matters that have manifested or have been recorded at the Barnstable Registry of Deeds after December 29, 2023.

45. **MULTIPLE COUNTERPARTS:** The Parties acknowledge and agree that this Agreement may be signed in counterparts, and for purposes of this Agreement, facsimile or electronically scanned or submitted signatures shall be construed as original, except as to the Deed and the Closing documents and except as to documents intended to be recorded.
46. **SATURDAY, SUNDAY, HOLIDAY:** In the event that any deadline or date for performance or providing notice contained herein (including, without limitation, any contingencies or extensions of the time for performance under this Agreement), falls on a Saturday, Sunday or legal holiday, as the case may be, such deadline or other date shall be automatically extended to the immediately following business day.
47. **ATTORNEY REVIEW:** It is acknowledged and presumed that the substance and form of this Agreement have been fully reviewed by the Parties hereto and approved as to form by their respective counsel. It is further acknowledged and agreed that no presumption shall exist against either party hereto by virtue of this Agreement being considered to have been drafted by counsel for either party thereto. Both BUYER and SELLER hereby acknowledge that they have been offered the opportunity to seek and confer with qualified legal counsel of their choice prior to signing this Agreement.
48. **POST CLOSING ADJUSTMENTS:** In the event any apportionment/adjustment pursuant to Paragraph sixteen (16) is, within sixty (60) days subsequent to the Closing, found to be erroneous, then either Party hereto who is entitled to additional monies shall invoice (along with reasonably detailed back-up data) the other Party for such additional amounts as may be owing, and such amounts shall be paid, with good funds, within ten (10) days from the date of the invoice unless the adjustment is disputed in good faith by the other Party. The provisions of this Paragraph shall survive the Closing and delivery of the deed hereunder for sixty (60) days.
49. **SEVERABILITY:** If this Agreement or any other provisions by way of reference incorporated herein shall contain any term or provision which shall be invalid, then the remainder of the Agreement or other instrument by way of reference incorporated herein, as the case may be, shall not be affected thereby and shall remain valid and in full force and effect to the fullest extent permitted by law.
50. **EXCUSED DELAY:** The Time for Performance may be extended by the Buyer by written notice for an Excused Delay which materially affects the Buyer's ability to close or obtain financing. As used herein an Excused Delay means a delay caused by an Act of God, declared state of emergency or public health emergency, pandemic (specifically including COVID-19), government mandated quarantine, war, acts of terrorism, and/or order of government or civil or military authorities. Notwithstanding anything to the contrary contained in this Agreement, said Extension shall not exceed ten (10) days.
51. **SELLER'S ACTUAL KNOWLEDGE:** All of SELLER's representations under this Agreement are to the SELLER's actual knowledge, and without conducting any independent investigation or inquiry and are not intended to imply or create any obligation for the SELLER to take additional actions or more further inquiry with regard to any topics contained within this Agreement or elsewhere, including but not limited to, documents, to be executed in conjunction with the Closing; furthermore, it is acknowledged and agreed by the Parties that any such representations shall not constitute a representation or warranty against the existence of such conditions about which SELLER has no knowledge, nor a representation or warranty against the discovery or occurrence of such conditions. The provisions of this Paragraph shall survive the Closing and delivery of the Deed hereunder.
52. **Seller will have the two shipping containers and the shed near 631 Quaker Road removed from the subject property prior to closing on January 15, 2025.**
53. **The Buyer has conducted all of the Buyers due diligence both in regards to the property itself and as to title in regards to any matters of record as of December 29, 2023 and any encroachments and takes the property and the**

title to the property in its "as is" condition as of December 29, 2023 except for those items that the Seller has agreed to specifically remedy in Paragraphs 54-56 of this Agreement unless any new issues manifest on or by closing.


54. BUYER will be responsible for paying the property taxes and any betterments for the entire parcel, including those parcels the Buyer has not purchased, as of January 15, 2025.

Executed as a sealed instrument this 18TH day of January, 2024.

The 300 Committee Land Trust, Inc.




BUYER – Jo Ann Muramoto, President

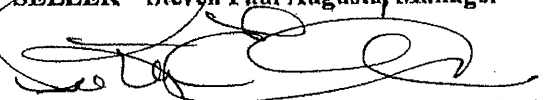


BUYER -- Richard Dotson, Treasurer

LTC, LLC

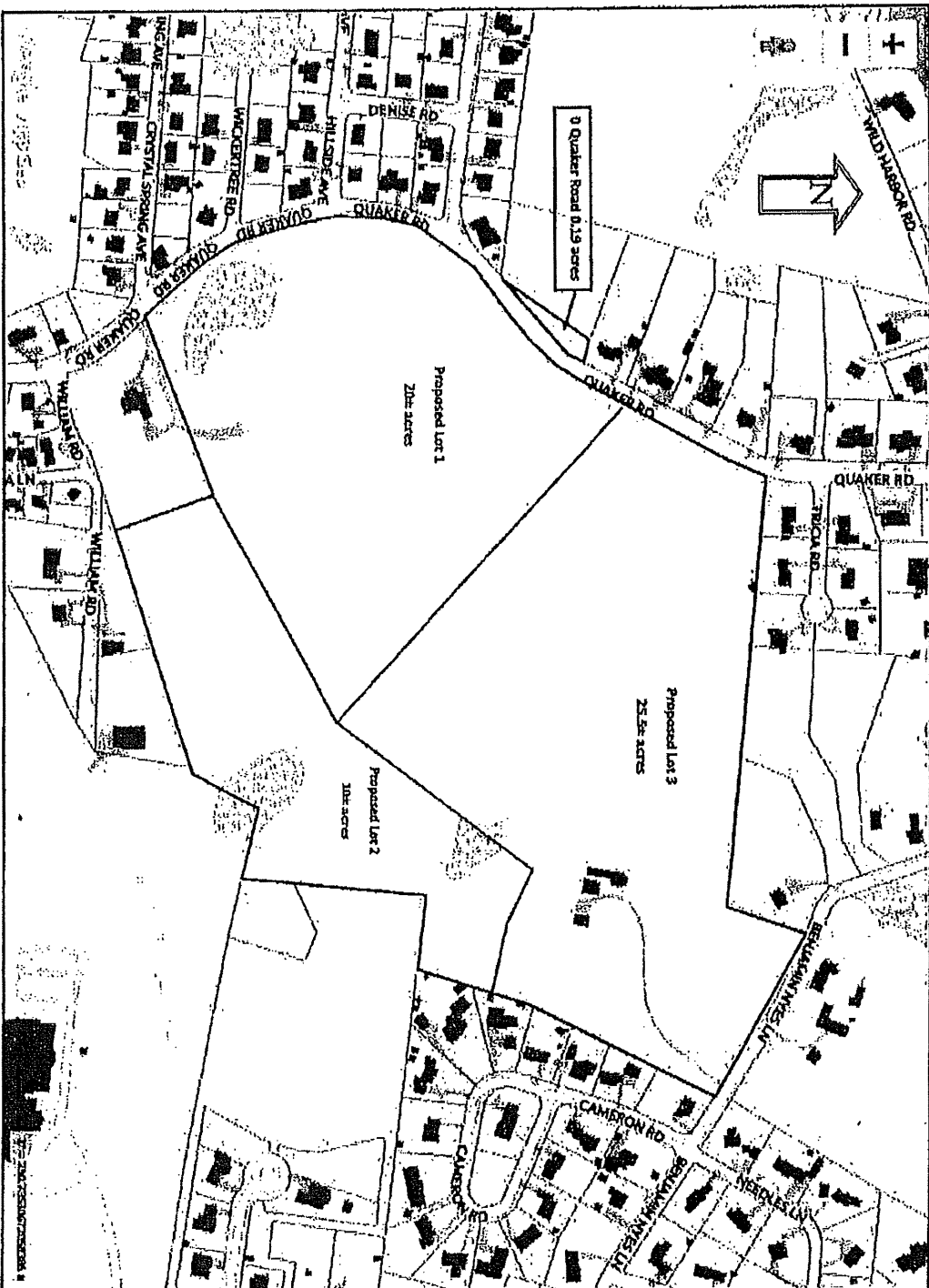


SELLER – Steven Paul Augusta, Manager



SELLER – Ruth Eldredge-Augusta, Manager

Exhibit A – Sketch Plan of Proposed Lot Division, 43 Benjamin Nyes Lane, and 0 Quaker Road, North Falmouth



Map Theme Legends

- Current Property Boundary
- Proposed Property Boundary
- EXISTING FEATURES**
- Ectuary
- Land on Pond
- Pond on Land
- Wetland on Land
- Ocean Outwash
- Chambered Nautilus



MAP FOR REFERENCE ONLY NOT A LEGAL DOCUMENT

This map is prepared by the Town of Falmouth, MA, and is not intended to be used as a legal document. The accuracy of the data presented on this map is not guaranteed.

Digitally updated 10/10/2023
Data updated 10/10/2023

Part map scale is approximate. Critical layout or measurement activities should not be done using this resource.

SKETCH PLAN ONLY,
SUBJECT TO CHANGE
LOT DIVISION PLANNING UNDER
DEVELOPMENT