

PURCHASE AND SALE AGREEMENT

1. **PARTIES:** This 26th day of October, 2010, **Arthur H. Crosbie, Jr.** of 944 Bay Road, South Hamilton, Massachusetts 01982, **Constance C. Beal** of 255 Clapp Road, Scituate, Massachusetts 02066-3014, **Garrett H. Crosbie** of 8219 SW 82nd Place, Miami, Florida 33143, and **Jan Crosbie-Taylor** f/k/a Jan E. Crosbie of 4121 Shafter Avenue, Oakland, California 94609 hereinafter collectively called the SELLER, agrees to SELL and The Maxwell Land Trust, Ltd., a Massachusetts non-profit corporation hereinafter called the BUYER or PURCHASER, agrees to BUY with the express right to assign, at any time, all rights of BUYER hereunder to the Town of Scituate, Scituate, Massachusetts, upon the terms hereinafter set forth, the following described premises:

2. **DESCRIPTION:** A parcel of land consisting of 48 acres more or less off Clapp Road in the Town of Scituate, Massachusetts as more particularly described in Certificate of Title No. 87783, copy of which is annexed hereto and marked Exhibit A and also depicted on a plan annexed hereto and marked Exhibit B as the area outlined in pink exclusive of the area shaded in blue. (hereinafter the "Premises" or the "Property").

3. **BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES:** Land is unimproved.

4. **TITLE DEED:** The Premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER and said deed shall convey a good and clear record and marketable and insurable title thereto, free from encumbrances, except (a) Provisions of existing building and zoning laws; (b) Such taxes for the then current year as are not due and payable on the date of delivery of such deed; (c) Any liens for municipal betterments assessed after the date of this agreement; (d) Easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with the proposed use of the Premises by the Town of Scituate for community preservation and/or conservation purposes.

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

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

7. **PURCHASE PRICE:**

Subject to subparagraph (b) hereof, the agreed purchase price for said premises is: Eight Hundred Sixteen Thousand and No/100 (\$816,000.00) Dollars.



\$ 1.00 have been paid this day as a deposit and
\$ _____ are to be paid at the time of delivery of the deed in cash, or by certified,
cashier's, conveyancing attorney's, treasurer's or bank check.
\$ _____ TOTAL

(b) The parties acknowledge that there is not a current survey of Premises and that the purchase price is predicated on a price of \$17,000.00 per acre. The parties agree to have a survey of the Premises completed at the Buyer's expense and to the extent the survey determines that the Premises is greater or lesser than the 48 acres the purchase prices shall be adjusted to equal \$17,000.00 multiplied by the number of acres or percentage thereof as determined by the survey.

8. TIME FOR PERFORMANCE: Subject to Paragraph 27(b) such deed is to be delivered at 10:00 o'clock A.M. on July 15, 2011 at the Plymouth County Registry of Deeds in Plymouth, Massachusetts, unless BUYER shall notify Seller of some other place within said county at least one (1) day prior to said date set for delivery. It is agreed that time is of the essence of this agreement. Notwithstanding, Seller agrees to deliver the deed on an earlier date specified by Buyer by written notice at least thirty (30) days in advance, such notice to specify the time and date for such closing. Time is the essence of this Agreement.

9. POSSESSION AND CONDITION: Full possession of the Premises free of all tenants and occupants except as herein provided, is to be delivered at the time of delivery of the deed. The BUYER shall be entitled to an inspection of the Premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause.

10. EXTENSIONS: If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the Premises all as herein stipulated, or if at the time of 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 Premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty (30) days, provided that if any such extension causes any of the Buyer's financing or subdivision approvals to lapse, the Buyer may terminate this agreement and receive a refund of all deposit hereunder. Reasonable efforts shall not require the Seller to expend in excess of five percent (5%) of the purchase price, exclusive of sums for the discharge of any monetary liens or mortgages.

11. FAILURE TO DELIVER: If at the expiration of the extended time, if any, the SELLER shall have failed to so 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 the 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 and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

12. BUYER'S ELECTION: 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 Premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the Premises shall have been damaged by fire or casualty insured against, then the SELLER shall, unless the SELLER has previously restored the premises to their former condition, either; (a) pay over or assign to the BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLER for any partial restoration, or (b) if a holder of a mortgage on said premises shall not permit the insurance proceeds or a part thereof to be used to restore the said premises to their former condition or to be paid over or assigned to the BUYER, give to the BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by the SELLER for any partial restoration.

13. ACCEPTANCE OF DEED: The acceptance of a deed by the BUYER or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of 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 pr 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 said deed, or within a reasonable time thereafter in accordance with normal conveyancing practices in the Commonwealth of Massachusetts.

15. INSURANCE: Buyer shall provide Seller with insurance certificates to Seller's reasonable satisfaction, remaining in full force and effect during the term of this agreement, before any entrance is made upon the Premises, such certificates naming Seller as an additional insured.

16. ADJUSTMENTS: Taxes for the then current year, 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 TAXES: If the amount of the taxes is not known at the time of delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding 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: Buyer and Seller each warrant and represent to the other that such party has not employed a real estate broker or agent in connection with the transaction contemplated hereby.

19. **BROKERS WARRANTY:** Deleted.

20. **DEPOSIT:** Deleted.

21. **BUYER'S DEFAULT:** If the BUYER shall fail to fulfill the BUYER'S agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages and that shall be the SELLER'S sole and exclusive remedy at law or in equity for any default by BUYER under this agreement, provided that Buyer has delivered to Seller the copies of surveys, testing results or reports and plans and soil and other geological tests and reports and title abstracts.

22. **RELEASE BY HUSBAND OR WIFE:** Deleted.

23. **BROKER AS A PARTY:** Deleted.

24. **LIABILITY OF TRUSTEE, SHAREHOLDER, 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:** 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, except for the following additional warranties and representations, if any, made by either the SELLER or the Brokers: NONE.

26. **CONSTRUCTION OF AGREEMENT:** This instrument, 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 inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified and amended only by a written instrument executed by both the SELLER and the BUYER. If two or more persons are named herein as BUYER their 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.

27. **OBLIGATION SUBJECT TO CPC FUNDING:** (a) The Buyer's obligations under this agreement are contingent upon the Buyer obtaining at its expense (i) funding from the Town of Scituate Community Preservation Committee ("CPC") or other such sources for at least \$17,000 per acre for approximately 48 acres of the Premises to be conveyed to the Town of Scituate, and (ii) approval of the Town of Scituate Annual Town Meeting, funding is not to be less than \$816,000.00 on or before April 30, 2011. If Buyer having used best efforts (i) has not received full and final funding from the CPC as set forth above, or (ii) fails to obtain Town



Meeting approval for the CPC grant, then in any such event, Buyer may terminate this agreement by written notice to the Seller on or before the closing date or any extensions thereof, whereupon all deposits or payments made under this agreement shall be forthwith refunded by the Seller to the Buyer and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

(b) At the option of the Buyer, the date for delivery of the deed in Article 8 hereof, shall be extended to earlier to occur of (i) December 1, 2011, or (ii) thirty (30) days after the Town of Scituate receives notice that its grant application to the Commonwealth of Massachusetts for the subject property acquisition have not been approved/funded.

28. **EXTENSION and PAYMENTS:** Deleted

29. **REPRESENTATIONS AND WARRANTIES OF SELLER.** SELLER represents and warrants to the best of the SELLERS knowledge to the BUYER as follows, which representations and warranties shall be deemed made by SELLER to BUYER as of the date hereof and upon Closing, shall survive Closing for six months following the delivery and recording of the deed, and but for such representations and warranties, BUYER would not execute this Agreement:

a. this Agreement is and all agreements, instruments and documents herein provided to be executed by SELLER shall, upon consummation of the transaction contemplated under this Agreement, be duly authorized, executed and delivered by, and, upon delivery thereof, shall be binding upon and enforceable against SELLER in accordance with their respective terms;

b. SELLER has the legal right, power and authority to enter into this Agreement and to perform all of its obligations hereunder, and the execution and delivery of this Agreement and the performance by SELLER of its obligations hereunder shall not conflict with or result in a breach of any law or regulation, or order, judgment, writ, injunction or decree of any court or governmental instrumentality or any agreement or instrument to which SELLER is a party or by which SELLER is bound or to which SELLER or any portion of the Property is subject;

c. SELLER has not granted an option or other right to purchase or otherwise acquire any portion of the Property or any interest therein to any party which has not expired or been terminated, except BUYER pursuant to this Agreement.

d. that to the best of its actual knowledge and belief no toxic or hazardous substances have been generated, treated, stored or disposed of or otherwise deposited in or on the Property, by Seller or any person or entity under Seller's control, including without limitation the surface waters and subsurface waters of the Property and there are no substances or conditions in or on the Property which may support a claim or cause of action under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (the "Super Fund Act") or any other federal, state or local environmental statutes, regulations, ordinances or other environmental regulatory requirements;

e. that from the date of this Agreement to the date of Closing, SELLER shall not grant any interest in the Property to any party whatsoever and SELLER shall not create or allow any liens or encumbrances to be placed on the Property without prior written consent of BUYER, such consent not to be unreasonably withheld;

f. that SELLER is not a foreign person and is not in any manner controlled by a foreign person within the meaning of Section 1445 of the Internal Revenue Code;

g. SELLER has not received any notice of violation of any applicable law pertaining to the Property or any portion thereof, which provisions of such notice have not been complied with, nor does SELLER have knowledge of any such violation thereof; and,

h. there are no parties in possession of the Property or any portion thereof as tenants under leases or licensees under license agreements or under any other agreement or arrangement.

30. NOTICES. Each notice, request, demand, instruction or other document required or permitted to be given hereunder ("Notice") shall be in writing and shall be delivered personally (including messenger or courier service with evidence of receipt) or sent by depositing it with the United States Postal Service certified or registered mail, return receipt requested, with adequate postage prepaid, addressed to the parties at their respective addresses set forth below and marked to the designated individual's attention. Each Notice shall be effective upon being so deposited, but the time period in which a response to any such Notice must be given or any action taken with respect thereto shall commence to run from the date of receipt of the Notice by the addressee thereof, if delivered personally, or two (2) business days after deposit in the mails, if mailed. Rejection or other refusal by the addressee to accept or the inability of the United States Postal Service to deliver because of changed address of which no Notice was given shall be deemed to be the receipt of the Notice sent. Either party shall have the right from time to time to change the address to which Notices to it shall be sent by giving Notice to the other party of the changed address at least ten (10) days prior to such change.

To SELLER:

Constance C. Beal
255 Clapp Road
Scituate, Massachusetts 02066

Arthur H. Crosbie, Jr.
944 Bay Road
South Hamilton, Massachusetts 01982

Garrett H. Crosbie
8219 SW 82nd Place
Miami, Florida 33143

Jan Crosbie-Taylor
4121 Shafter Avenue
Oakland, California 94609



with a copy to:

Robert W. Galvin, Esq.
Galvin & Galvin, SP
10 Enterprise Street, Suite 3
Duxbury, MA 02332-3315
(781) 934-5678
(781) 837-1030 (FAX)

To BUYER:

The Maxwell Land Trust, Ltd.
292 Clapp Road
Scituate, MA 02066

with a copy to:

Richard A. Henderson, Esq.
Henderson & Henderson, P.C.
76 South Main Street
Cohasset, MA 02025
(781) 383-9000
(781) 383-9005 (FAX)

31. **RIGHT OF ENTRY; INSPECTION.** Subject to satisfaction of the provisions of section 15 hereof, BUYER and/or contractors shall have the reasonable right and privilege to enter upon the Premises at all reasonable times to inspect the Premises and to conduct soil and other geological, engineering, environmental, landscaping, wetlands and related tests or studies and surveying in connection with determining the suitability of the Property for Buyer's intended use. All such tests shall be at Buyer's expense. BUYER shall notify SELLER on each occasion that entry is to be made at least 48 hours in advance and in the presence of the SELLER if desired by SELLER. All areas disturbed during the testing, shall be restored to grade and seeded or revegetated.

32. **SURVIVING CLAUSES:** All covenants, undertakings, indemnifications, representations or warranties contained herein shall survive the Closing and shall not be merged in or extinguished by: (i) the deed given in performance hereof, or (ii) termination of this Agreement, subject to the provisions of section 29 hereof.

33. **SELLER'S DOCUMENTATION AT CLOSING:** SELLER agrees to execute at closing such affidavits and certifications as are customarily required of a seller at a closing conducted in the greater metropolitan area of Boston, Massachusetts, including without limitation:

Mechanic's Lien and Persons in Possession Affidavit,
Taxpayer Information (1099S) Form,
Affidavit of Non-Foreign Status,
RESPA settlement statement,
Such other documents as may be reasonably or normally required by the Buyer's attorney, or the closing agent.

34. **CONDITION OF TITLE:** Any title matter which is the subject of a title standard of the

Real Estate Bar Association of Massachusetts (REBA) at the time for delivery of the deed shall be covered by those title standards to the extent applicable. Any matter or practice arising under or relating to this agreement which is the subject of a practice standard of REBA shall be governed by such standard to the extent applicable. Without limiting any other provision of this Agreement, the premises shall not be considered to be in compliance with the provisions of this Agreement regarding title unless title to the Premises is insurable, for the benefit of the BUYER, by a nationally recognized title insurance company in a fee owner's policy of title insurance, without a so-called "creditor's rights exclusion or exception", at normal premium rates, in the American Land Title Association form currently in use, subject only to those printed exceptions to title normally included in the "jacket" to such form or policy not inconsistent with the provisions of this Agreement.

35. SELLER REPRESENTS THAT TO THE BEST OF ITS KNOWLEDGE:

- a. Seller has no knowledge or any litigation or proceeding pending, or threatened against or relating to the premises. Notwithstanding this provision of the agreement or this paragraph to the contrary, the SELLER represents that a cart path leading to the property was relocated by one of the SELLERS when the continued use created a nuisance for one of the SELLERS;
- b. There are no assessments for public improvements presently affecting the Premises of which the Seller has knowledge;
- c. No underground oil or gas storage tank now exists on the premises, and Seller has no notice or knowledge of any release of hazardous materials or oil at, under or adjacent to the premises; or of the existence of an underground oil or gas storage tank at any time prior hereto.

36. CONDITION PRECEDENT TO SALE OF PROPERTY/CART PATH:

The BUYER understands and agrees that as a condition of the sale, the BUYER shall obtain the approval, in a written recordable form, from the TOWN OF SCITUATE AND/OR ITS CONSERVATION COMMISSION an abandonment and/or release on behalf of itself, its successors and assigns, any right to access the subject property over the current or former easement, right of way or cart path which is located on and/or abuts the property of Constance E. Beal and any of the other SELLERS. The BUYER agrees further to be bound by that release and will access the subject property, from and after the date of sale, from other street or legal frontage. This covenant and agreement shall be binding on successors and assigns and shall survive the closing.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 22nd day of October, 2010.



SELLER:

Arthur H. Crosbie, Jr.

Constance C. Beal

Constance C. Beal

Jan Crosbie-Taylor

Jan Crosbie-Taylor f/k/a/ Jan E. Crosbie

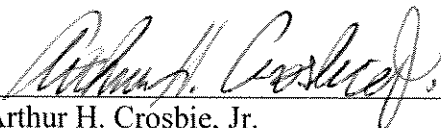
Garrett H. Crosbie

BUYER:

The Maxwell Land Trust, Ltd

By *Wayne H. Robbins*
Wayne H. Robbins, President 10/26/2010

SELLER:



Arthur H. Crosbie, Jr.

Constance C. Beal

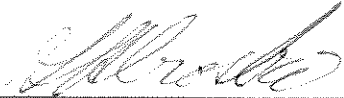
Jan Crosbie-Taylor f/k/a/ Jan E. Crosbie

Garrett H. Crosbie

BUYER:

The Maxwell Land Trust, Ltd.

By: _____
Wayne H. Robbins, President



Garrett H. Crosbie

EXHIBIT A

Transfer Certificate of Title.

BOOK 438 PAGE 183 Doc. 380643
Cert.No. 87783

From Certificate No 80086
Originally Registered 04 May 1990
in Registration Book 400
Page 86
for the Registry District of Plymouth County.

This is to Certify

that CONSTANCE C BEAL of Scituate in the County of Plymouth ARTHUR H CROSBIE JR of Hamilton in the County of Essex and Commonwealth of Massachusetts, JAN E CROSBIE of Oakland in the State of California and GARRETT H CROSBIE of Miami in the State of Florida,

are the owners in fee simple, said Constance C. Beal for an undivided 1/3 interest, said Arthur H. Crosbie Jr for an undivided 1/3 interest, said Jan E Crosbie for an undivided 1/6 interest and said Garrett H Crosbie for an undivided 1/6 interest, as tenants in common, of that certain parcel of land situate in Scituate in the County of Plymouth and said Commonwealth, described as follows:

Being a parcel of land as determined by the Court to be located as shown on plan #5122A, drawn by George H. Wetherbee, Jr., Civil Engineer, dated Oct. 1914, as approved by the Court, filed in the Land Registration Office, a copy of a portion of which is filed with Certificate of Title No. 383.

There is excepted and excluded from the above described land lot 1 on subdivision plan #5122B, filed with Certificate of Title No. 383.

There is excepted and excluded from the above described land lots 2 & 3 on subdivision plan #5122C, filed with Certificate of Title No. 383.

Said land is subject to and has the benefit of rights of way as set forth in a deed given by William L. Litchfield to Elise W. Carter, dated October 26, 1914, recorded with Plymouth Deeds, Book 1192, Page 519, said rights of way being approximately shown on said plan by dotted lines.

Said land is also subject to an easement from George H. Crosbie, Jr. et al to Brockton Edison Company et al, dated June 16, 1952, filed and registered as document #41387.

And it is further certified that said land is under the operation and provisions of Chapter 185 of the General Laws, and that the title of said CONSTANCE C BEAL, ARTHUR H CROSBIE JR
JAN E CROSBIE and GARRETT H CROSBIE
to said land is registered under said Chapter, subject, however, to any of the encumbrances mentioned in Section forty-six of said Chapter, which may be subsisting, and subject also as aforesaid.

Witness ROBERT V. CAUCHON, Chief Justice of the Land Court at Plymouth, in said County of Plymouth, the 24th day of March in the year 1995 at 10:15AM

Attest, with the Seal of said Court.


Assistant Recorder.

Land Court Case No. 5122

Address of Owner CCB:-255 THOMAS CLAPP ROAD SCITUATE MASS 02066
Property Address THOMAS CLAPP ROAD SCITUATE MASS 02066
Other Owners AHC JR:-7 DONALD ROAD HAMILTON MASS 01982
JEC:-PO BOX 9012 OAKLAND CALIFORNIA 94613
GHC:-7420 SW 127TH MIAMI FLORIDA 33156

EXHIBIT B

