



Town of Barnstable

COMMUNITY PRESERVATION COMMITTEE

www.town.barnstable.ma.us/CommunityPreservation

Email: CommunityPreservationCommittee@town.barnstable.ma.us



Committee Members

Lindsey B. Counsell – Chair • Laura F. Shufelt – Vice Chair • Marilyn Fifield – Historical Commission • Terry Duenas – At Large • Sue Rohrbach – At Large
Paul R. Curley – Planning Board • Tom Lee – Conservation Commission • Richard Sawyer – Recreation Commission • Deborah Converse – Housing Authority
Will Crocker – Town Council Liaison

AGENDA

Monday, August 25, 2014

5:30 – 7:00 PM

Town Council Hearing Room, 2nd Floor, 367 Main Street, Hyannis

Please note that tonight's meeting is recorded and broadcast on Channel 18 and, in accordance with MGL Chapter 30A, s. 20, the Chair must inquire whether anyone is taping this meeting and to please make their presence known

Call to Order:

Minutes:

- CPC Meeting of July 28, 2014

Old Business:

- Continued application discussion – Property acquisition – 505 Old Stage Road, Centerville
- Continued application discussion – Property acquisition – Keep Lowell Park Green!

New Business:

- Election of Officers
- Town Council Liaison at dais
- Discussion of Mission Statement

Letters of Intent:

- None

Correspondence:

- None

Application(s)/Presentations:

- None

General Discussion:

- Report from Community Housing Subcommittee
- Community Preservation Fund Update
- Town Council agenda – September 4, 2014

Closing Public Comment:

Adjournment:

Next Regularly Scheduled CPC Meeting – September 22, 2014

Please Note: The list of matters is those reasonably anticipated by the chair, which may be discussed at the meeting. Not all items listed may be discussed and other items not listed may also be brought up for discussion to the extent permitted by law. It is possible that if it so votes, the Committee may go into executive session. The Committee may also act on items in an order other than they appear on this agenda.

* Public files are available for viewing during normal business hours at the Community Preservation office located at 367 Main Street, Hyannis, MA

CPC APPLICATION (PAGE 1)

*Appropriated CPA funds require one or more deed restrictions (conservation / historic preservation / housing).
Sample restrictions are available at the Official Website of the Town of Barnstable www.town.barnstable.ma.us.
Applicants must provide the first draft of their restriction to the CPC Project Coordinator. The Town of Barnstable
Legal Department and Legal Consultant shall review and approve the restriction prior to the final commitment of the
CPA funds to the project.*

Submission Date: 7/2/14

Project Title: Ryan Richardson Property
M P

Project Map/Parcel Number: 196 / 068

Estimated Start Date: N/A

Estimated Completion Date: N/A

Purpose (please circle all that apply):

☒ Open Space

☐ Community Housing

☐ Historic

☐ Recreation

☐ Town Affiliation**

☐ Public

☐ Private

☐ Non-Profit

☐ Partnership (Describe below #3)

(**Applications must be approved by the Town Manager prior to submission)

Applicant Contact:

Name: Ryan Richardson

Organization (if applicable):

Address: 505 Old Stage Rd Centerville MA 02632

Mailing Address: PO Box 315 Centerville MA 02632

Daytime Phone #: 508 524 1311

E-mail Address: ryan.richardson@jksconsult.com

Primary Contact (if different from applicant contact):

Name:

Address:

Mailing Address:

Daytime Phone #:

E-mail Address:

CPC APPLICATION (PAGE 2)

Appropriated CPA funds require one or more deed restrictions (conservation / historic preservation/ housing). Sample restrictions are available at the Official Website of the Town of Barnstable www.town.barnstable.ma.us. Applicants must provide the first draft of their restriction to the CPC Project Coordinator. The Town of Barnstable Legal Department and Legal Consultant shall review and approve the restriction prior to the final commitment of the CPA funds to the project.

Budget Summary:

Total budget for project: *N/A*

CPA funding request: *TBD based on appraisal*

Matching funds (committed/under consideration):

Please address the following questions:

1. Project summary (description and goals):
① Surplus Land not needed ③ Restrict access to existing gate/entrance only (see picture)
2. How does this project help preserve Barnstable's character?
② I feel the town would be the best owner, as it abutts 3 properties owned by the town
3. Partnership(s) Description:
① It is a link to open space owned by town ③ Add open space in heavily dense area
② Opportunity to solve drainage issue promptly
N/A
4. Provide a detailed project timeline:
N/A
5. How does this project meet the General Criteria and Category Specific Criteria for CPC projects?
① Protecting land bordering on wetlands in order to assist in minimizing or eliminating habitats
② Preserve scenic, agricultural, historic, archeological or wooded character
③ Protect or enhance wildlife corridors
6. Provide a detailed budget, including the following information, as applicable: (Fiscal Year, Total Cost, CPC Funds Requested, Other Sources of Funding sought and received, and cost estimates/quotes received):
TBD based on appraisal

7. Assessors office identification map and map and parcel number:

[Signature]

Signature of Applicant

7/2/14

Date

Signature of Applicant Partnership

Date

****Additional information may be provided as well as requested.**



PO Box 224 Cotuit, MA 02635 • Office: 407 North Street Hyannis
Phone: 508.771.2585 • Website: www.blt.org

July 18, 2014

Lindsey Counsell, Chairman
Town of Barnstable Community Preservation Committee
367 Main Street
Hyannis, MA 02601

Dear Lindsey,

Thank you for accepting Barnstable Land Trust's proposal to help "Keep Lowell Park Green!" We are seeking \$225,000 in funding from the Town of Barnstable's Community Preservation Act to support this project. The 19 acre woodland surrounding Lowell Park in Cotuit is both ecologically and culturally important. Due to its proximity to Cotuit Bay, the fate of this land will impact the three bay ecosystem. If developed, the additional lawns and septic systems would adversely affect water quality of both our drinking water and down-gradient estuary by contributing to nitrogen loading.

Lowell Park is an integral part of a Cape Cod summer. Home to the Cotuit Kettleers, baseball games at Lowell Park attract Kettler fans as well as fans of the unique atmosphere created by the cool "green wall" of trees. Many families get to and from the games via trails that wend their way through the 19 acres. This one of a kind field has been dubbed "the new Field of Dreams" by ESPN, a moniker that is the result of the beauty created by the undisturbed woodlands surrounding the field.

"Keep Lowell Park Green!" is a true community effort worthy of CPA funding. The Cotuit Athletic Association has pledged \$10,000 and in May, the Cotuit Fire District voters supported an appropriation of \$225,000 to support the purchase to help protect a wellfield.

To date, over \$895,000 has been raised or pledged. In exchange for \$225,000 in funding from the CPC, the Town of Barnstable will jointly hold a conservation restriction on 16 of the 19 acres with the Cotuit Fire District. The remaining three acres are proposed to be sold to the Town to protect the as-built field and facilities at Lowell Park

Thank you for your consideration.

Sincerely,



Jaci Barton
Executive Director

Barnstable Land Trust

Community Preservation Committee Project Submission

July 18, 2014

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- The Compact of Cape Cod Conservation Trusts
- The Cotuit Athletic Association

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CPC APPLICATION (PAGE 1)

Appropriated CPA funds require one or more deed restrictions (conservation / historic preservation / housing). Sample restrictions are available at the Official Website of the Town of Barnstable www.town.barnstable.ma.us. Applicants must provide the first draft of their restriction to the CPC Project Coordinator. The Town of Barnstable Legal Department and Legal Consultant shall review and approve the restriction prior to the final commitment of the CPA funds to the project.

Submission Date:

Project Title: "Keep Lowell Park Green!"

Project Map/Parcel Number: Map 36 Parcel 39

Estimated Start Date: Ongoing

Estimated Completion Date: December 2014

Purpose (please circle all that apply):

☒ Open Space

☐ Community Housing

☐ Historic

☐ Recreation

☐ Town Affiliation**

☐ Public

☐ Private

☒ Non-Profit

☒ Partnership (Describe below #3)

(**Applications must be approved by the Town Manager prior to submission)

Applicant Contact:

Name: Jaci Barton

Organization (if applicable): Barnstable Land Trust

Address: 407 North Street Hyannis, MA 02601

Mailing Address: PO Box 224 Cotuit, MA 02635

Daytime Phone #: 508-771-2585

E-mail Address: jaci@blt.org

Primary Contact (if different from applicant contact):

Name:

Address:

Mailing Address:

Daytime Phone #:

E-mail Address:

CPC APPLICATION (PAGE 2)

Appropriated CPA funds require one or more deed restrictions (conservation / historic preservation/ housing). Sample restrictions are available at the Official Website of the Town of Barnstable www.town.barnstable.ma.us. Applicants must provide the first draft of their restriction to the CPC Project Coordinator. The Town of Barnstable Legal Department and Legal Consultant shall review and approve the restriction prior to the final commitment of the CPA funds to the project.

Budget Summary:

Total budget for project: \$1.8 million

CPA funding request: \$225,000

Matching funds (committed/under consideration): \$225,000 From the Cotuit Fire District

Please address the following questions:

1. Project summary (description and goals):

See attached

2. How does this project help preserve Barnstable's character?

See attached

3. Partnership(s) Description:

See attached

4. Provide a detailed project timeline:

See attached

5. How does this project meet the General Criteria and Category Specific Criteria for CPC projects?

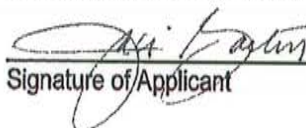
See attached

6. Provide a detailed budget, including the following information, as applicable: (Fiscal Year, Total Cost, CPC Funds Requested, Other Sources of Funding sought and received, and cost estimates/quotes received):

See attached

7. Assessors office identification map and map and parcel number:

See attached


Signature of Applicant


Date

Signature of Applicant Partnership

Date

**Additional information may be provided as well as requested.

Please address the following questions:

1. Project summary (description and goals)

The Lowell Family has owned land in Cotuit since the 1800s. Lowell Park currently sits on land donated to the town by the family in four separate gifts (1906, 1919, 1922 and 1936). Lowell Park now spans 4.78 acres. Expansion of park facilities through the years has led to an encroachment onto these 19 acres.

Since the 1980s, the Barnstable Land Trust has been in communication with the family regarding their land. In late 2011, conversations began in earnest. These talks progressed into appraisals and negotiations. Ultimately an agreement of price was reached in November, 2013. The purchase and sales agreement was signed by all eight family members in February, 2014. It was then that Barnstable Land Trust began to raise funds.

BLT plans to purchase the entire 19 acres. Then, to protect the ball field, BLT intends to sell the Town a 100' buffer around the field.

With \$225,000 from the Town's Community Preservation Committee, the Town will jointly hold a conservation restriction on the remaining 16 acres with the Cotuit Fire District, which has already committed \$225,000. This two pronged approach will allow for the preservation of not only the woodlands, but also of the as-built field. Our goal is to keep the 16 acres in its natural state, allowing for the continued use of existing trails on the property, and creating new trails that connect to an 800-acre green belt that runs north.

2. How does this project help preserve Barnstable's character?

Preserving this land will help to preserve the rural character of Cotuit. Putnam Avenue, which runs along the eastern edge of the property, is a designated scenic road. Preserving this property will help protect the rural green gateway along Putnam Avenue. It will also ensure that the Old Post Road extension is never built.

Lowell Park is the home of the Cotuit Kettleers, one of the ten teams that make up the Cape Cod Baseball League. The Cape Cod Baseball League is considered the premier amateur league in the nation. Since the 1940s these 19 acres have provided a "green wall" of trees surrounding the ball field. This has created a unique atmosphere and has led ESPN to call it the "new Field of Dreams."

The Kettleers are not the only team that uses Lowell Park. The field is also used by the American Legion, Senior Babe Ruth, a men's league, the Sturgis Charter Public School, and for countless youth and advanced baseball clinics. Development of this "green wall" of treed upland would not only take away the "green wall", but it would also significantly affect the playing field. Over the years, part of the as-built field has slowly encroached onto the 19 acres of privately-owned

forested upland. Today, the flagpole, centerfield, a portion of right field and the visiting bullpen all occupy a portion of the land we are seeking to protect.

Existing trails through the woodlands are heavily used. During summer months, many people that attend Kettleer home games park their cars on Lowell and Putnam Avenues. As they walk to a game, instead of continuing all the way down Lowell Avenue to the entrance of the parking lot, they walk along trails through towering trees to get to the field. People also use paths that run from East Lane to the field. Children attending Kettleers' games use the trails to shag foul balls that get hit into the woods. Local residents also use these trails during all seasons to walk their dogs. Preserving this land would allow for continued trail use and would enable Barnstable Land Trust to create new trails that connect to Mosswood Cemetary and 181 acres of BLT land that includes Eagle Pond and Bell Farm. These connectors will enable people to further experience the natural habitat of this property and the nearby meadows and woodlands.

These 19 acres fall completely within the *Resource Protection Overlay District* (RPOD). The RPOD aims to reduce the cumulative impact of nitrogen loading that threatens our coastal waters. Cotuit Bay is extremely popular for many activities, including swimming, kayaking, and sailing. It is also fertile ground for shellfish whose harvest provides a food source, hours of recreational enjoyment and for some a way to make a living. Preserving this land would prevent the possibility of nine houses with lawns and septic systems from contributing nitrogen to the system, thus protecting the fresh water supply that feeds the three bay ecosystem.

Cotuit citizens get their drinking water from public wells. These 19 acres fall partially within a Wellhead Protection Overlap District (Zone 2) to Cotuit's E-3 well. Nitrogen loading, caused by the same aspects of development discussed above, would degrade the drinking water supply.

3. Partnership(s) Description:

Community partners include the Town of Barnstable, Cape Cod Five Charitable Foundation, Cotuit Athletic Association, the Cotuit-Santuit Civic Association and more than 450 donors who care deeply about the fate of the land surrounding Lowell Park. To date \$596,577 has been raised/pledged toward the total project goal of \$1.8 million. Assuming the Town Council approves the purchase of 3 acres and CPA funding in the amount of \$225,000, BLT will be within \$700,000 of reaching our goal.

In May, the Cotuit Fire District voted, by a vast majority (74-3), to jointly hold a conservation restriction on the 16 acres. For \$225,000 from the Community Preservation Act, it is proposed that the the Town of Barnstable jointly hold the conservation restriction with the Cotuit Fire District.

The critical three acres surrounding the ballpark will be sold to the Town for \$300,000 to provide a buffer zone for the as-built field.

4. Provide a detailed timeline:

The BLT and the Lowell Family have had talks regarding the property since the 1980s. Beginning in late 2011, these talks began in earnest.

In the summer of 2013, we decided to make the public aware of what was going on. To educate fans, BLT had a presence at Lowell Park for every Kettleer home game. Our goal was to let everyone know the importance of the property and the risk if we did nothing. During this time, talks continued with the Lowell Family.

In November, 2013 a price was agreed upon, and in February, 2014 BLT signed an agreement with the family for \$1.6 million. The agreement stipulated that we close by the end of 2014. However, by showing substantial progress toward our goal, we can receive an extension into September 2015, taking us through another Kettleer season.

5. How does this project meet the General Criteria and Category Specific Criteria for CPC projects?

The General Criteria for CPC that this project meets are:

- **Preservation of the essential character of the town**
 - Described in Question #2 above
- **Demonstrate practicality and feasibility and demonstrate that they can be implemented expeditiously and within budget**
 - With Council approved CPA funding and the approved purchase of the 3 acres around the ballpark, BLT will have less than \$700,000 to raise to achieve our total project goal.
- **Produce an advantageous cost/benefit value**
 - BLT is asking CPC for about 15% of the purchase price – the rest has been or will be raised from other sources
- **Leverage additional public and/or private funds**
 - To date, over \$596,000 has been raised/ pledged from more than 450 private and business donors. This includes \$225,000 from the Cotuit Fire District. With \$300,000 for the purchase of the 3 acre buffer (supported by the Town Manager, but pending approval of the Town Council), and \$225,000 from the CPA fund, less than \$700,000 will remain to be raised through additional private funds.
- **Receive endorsement by other municipal boards or departments**
 - Cotuit Fire District – see attested vote of approval
 - Barnstable Conservation Division

The Category Specific Criteria for CPC that this project meets are:

- **Open Space**

- Preserve scenic, agricultural, historic, archeological, or wooded character
 - The property is along a scenic road
 - The property is composed of 19 acres of woodlands
 - The property protects a historic and cultural treasure – Cape Cod Baseball
- Provide opportunities for passive recreation and environmental education
 - There are existing trails to be used for walking and plans to create more walking trails (See Question #2 above)
- Protect or enhance wildlife corridors, promote connectivity of habitat, or prevent fragmentation of habitats
 - The property is part of the Little River Corridor; an 800-acre greenbelt that includes Eagle Pond and extends up to Town Land Bank land west of Lovell's Pond – the 300 acre Cape Club land that crosses into Mashpee.
- Provide connections with existing trails or potential trail linkages
- Preserve scenic vistas and qualities of land bordering a scenic road
 - The eastern edge of the property runs along Putnam Avenue, a designated scenic road
- Protect drinking water sources including wellhead protection area Zone 1 as defined by 310 CMR 22.00
 - A portion of the property falls in the zone of contribution to a Cotuit drinking water supply well (Cotuit's E-2)
- Provide public access
 - Existing trails will be kept open to the public. We also plan to create new trails that extend north for walking and jogging.

- **Historic:** Although Lowell Park is not a designated local landmark, it certainly should be! By acquiring these 19 acres Barnstable Land Trust will be protecting one of our community's most culturally significant Town owned properties and protecting a time honored tradition – Cape Cod summer baseball!

6. Provide a detailed budget, including the following information, as applicable: (Fiscal Year, Total Cost, CPC Funds Requested, Other Sources of Funding sought and received, and cost estimates/quotes received) See Project Budget attached

The total project cost, including an extensive outreach and education campaign, is estimated at \$1,800,000 (see budget for specific details). We have until December 2014 to raise the necessary funds or receive an extension. We are requesting \$225,000 from the CPC in order to help us reach this goal.

7. Assessor's office identification map and map and parcel number: Map 36 Lot 39

Barnstable Land Trust - "Keep Lowell Park Green!" - Project Budget

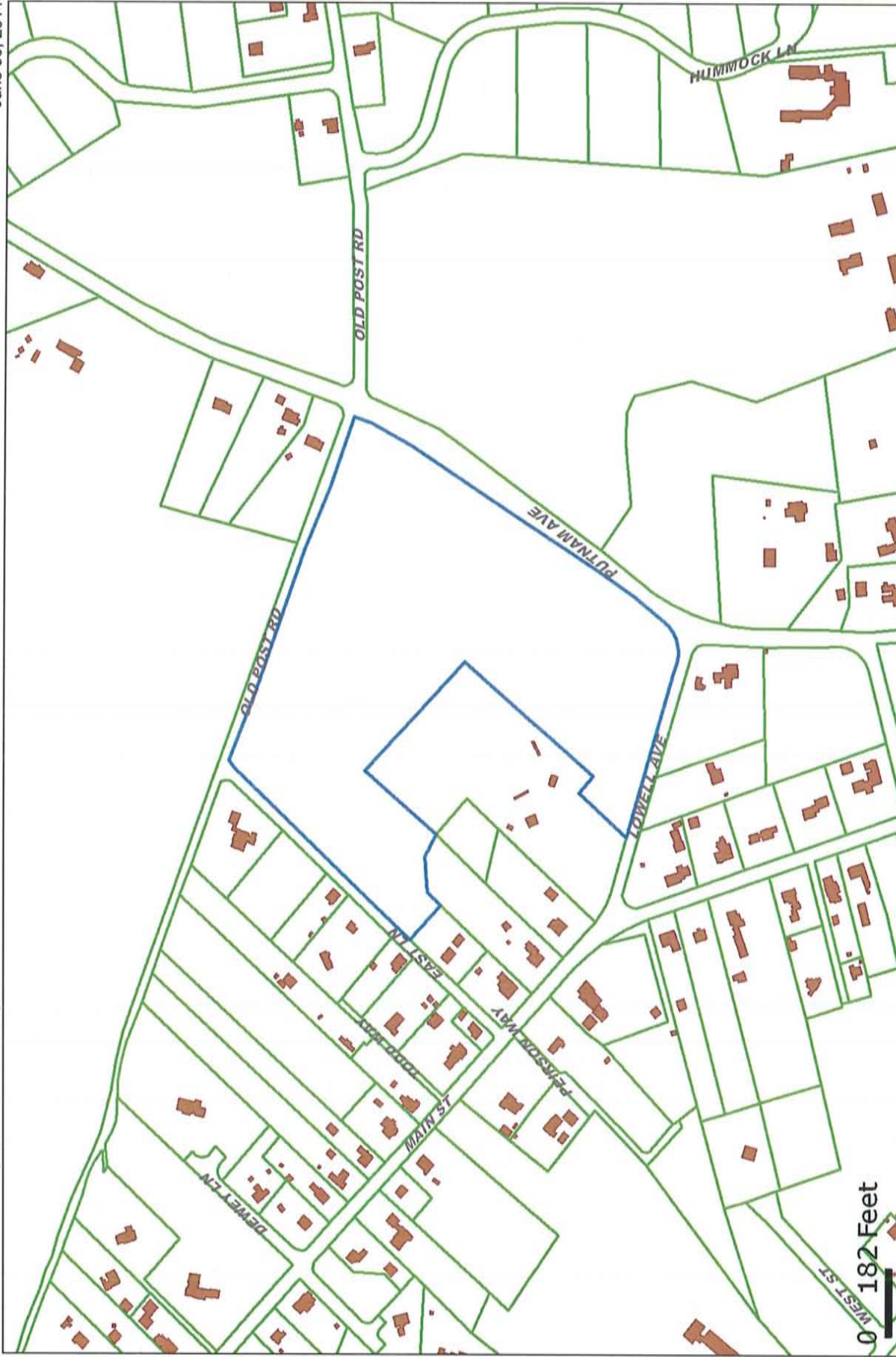
Revenue Source Goals to raise \$1,800,000		projected	raised or pledged
Private donations		\$754,100	
Gifts and Pledges to date 7/15/2014 (460 donors)			\$286,577
Grants (4)		\$300,000	\$85,000
Cotuit Fire District - May 28, 2014 vote		\$225,000	\$225,000
Town purchase of land under field (approx. 3.0 acres)		\$300,000	
Town (CPA) Community Preservation Act funds - application due in June		\$225,000	
		\$1,804,100	
Raised/pledged to date 7-15-2014			\$596,577
Project Cost Estimate			
Land Purchase - 19 acres around Lowell Park (negotiated agreement based on appraisals)		\$1,600,000	
Appraisals		\$6,950	
Survey Plan		\$7,000	
Hazardous waste assessment (21-E)		\$6,000	
Legal & Closing Costs		\$9,000	
Title Insurance		\$1,500	
Fundraising: grantwriting contractor, events, etc.		\$40,000	
Credit card fees		\$6,000	
Property taxes from date of closing 2014 to beginning of FY 2015		\$4,000	
Administration		\$20,000	
BLT Land Management Fund for the long term stewardship of the land		\$25,000	
Contingency: for unanticipated expenses		\$38,500	
			\$1,763,950
Education and Outreach			
<i>Summer Intern 2013 (1); 2014 (2)</i>		\$15,000	
In 2013, a summer intern attended all 22 regular home games (plus the playoffs!); The goal was to educate possible donors and to gather email addresses to help with development and implementation of an e-marketing campaign including website updates		\$5,000	
In 2014, our goals would be the same as above, however BLT will hire 2 interns with the added goal of helping to raise the funds necessary to purchase the 19 acres of land		\$10,000	
Email & marketing consultant		\$2,500	
Video Production		\$2,500	
Brochure Production and Distribution (49,000 pieces)		\$20,150	
			\$40,150
Total Project Cost Estimate			\$1,804,100
<i>Remaining to be raised by December 2014</i>		\$1,207,523	

Project Timeline - Barnstable Land Trust's "Keep Lowell Park Green!"	
1984	Village of Cotuit identifies the Lowell family lands as a priority for protection given size and location.
1985	Lowell land becomes a priority of the Town's Open Space Task Force.
	Elizabeth Lowell communicates her desire to see the land protected but not interested in selling at this time
	Jaci Barton of Barnstable Land Trust and family member Pete Lowell stay in touch.
	Mary Barton Land Conservation Trust's Anne Gould keeps in contact with Elizabeth Lowell until her death
2011	Lowell family member contacts BLT to gauge interest in possible sale for conservation
	Talks between the Lowell Family and the BLT begin in earnest
	BLT touches bases with the Town Manager and staff, Cotuit Athletic Association and Cotuit-Santuit Civic Association to gauge support and develop a plan for acquiring the land
	BLT takes the lead. Commissions appraisals. Begins negotiations (8 family members)
2013	With the family's blessings, BLT begins an awareness campaign at every home game at Lowell Park
	November - The Lowell Family and the BLT agree on a price - details to be ironed out.
2014	February - Purchase and sales agreement is signed between BLT and all 8 members of the Lowell Family
	Fundraising gets underway immediately to attempt to meet December 2014 closing

Consistency with the Town's Open Space Plan

According to SECTION 8 of the Town's Open Space and Recreation Plan, the goals and objectives listed below "...are intended to be compatible with other related community plans, including: Barnstable's Comprehensive Plan, Historic Preservation Plan, Multi-Hazard Mitigation Plan, and Coastal Resource Management Plan, as well as the Cape Cod Commission Regional Policy Plan."

- Goal 1: Protect and maintain a maximum amount of open space to enhance environmental protection, recreational opportunities, and community character.
 - 1.2 Continue the Town's strong commitment to acquiring open space, consistent with the criteria used to evaluate and guide land protection decisions
- Goal 2: Plan, coordinate and execute open space protection measures that complement community efforts to protect water supply, protect fresh and marine surface waters, preserve historic, scenic and cultural resources, and provide opportunities for farming and agriculture
 - 2.1 Coordinate open space protection measures with efforts to protect the Town's groundwater supply for current and future needs
 - These 19 acres partially fall within the zone of contribution to a Cotuit public drinking water well
 - 2.2 Coordinate open space protection measures with efforts to protect wildlife habitat and augment the Town's network of green corridors and green spaces
 - These 19 acres is part of an 800-acre open space corridor
 - 2.3 Coordinate open space protection measures with efforts to protect fresh and marine wetlands and surface waters
 - These 19 acres fall entirely within the *Resource Protection Overlay District*. The purchase of this property would prevent further nitrogen loading in Cotuit Bay



DISCLAIMERS: This map is for planning purposes only. It is not adequate for legal boundary determination or regulatory interpretation. Enlargements beyond a scale of 1"=100' may not meet established map accuracy standards. The parcel lines on this map are only graphic representations of Assessor's tax parcels. They are not true property boundaries and do not represent accurate relationships to physical features on the map such as building locations.

Map: 036 Parcel: 039

Owner: BARZUN, ROGER M ET AL

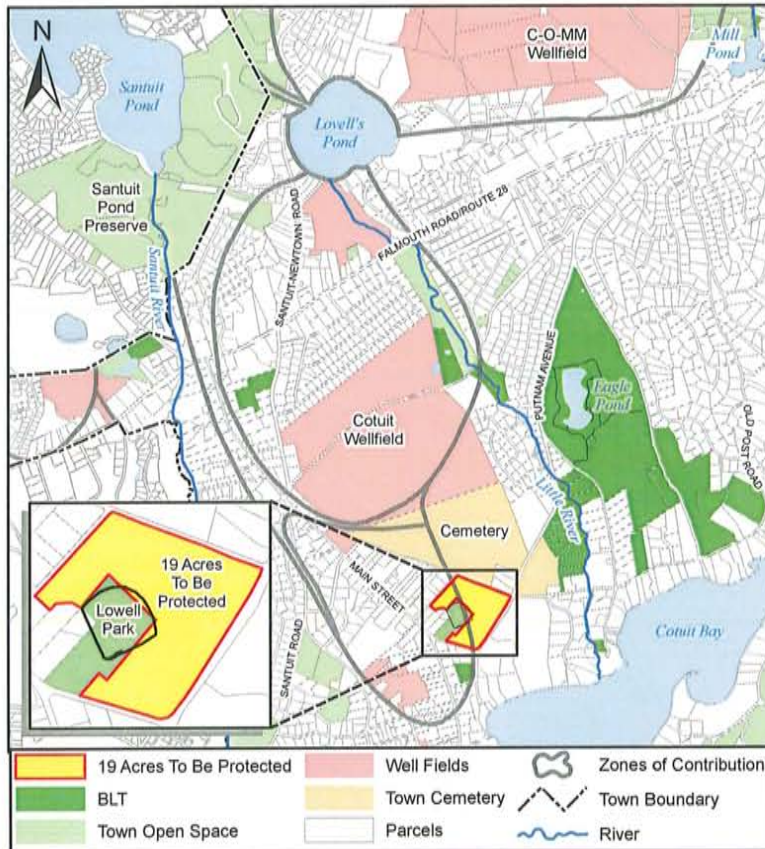
Co-Owner:

Location: 0 PUTNAM AVENUE

Total Assessed Value: \$699800
Acreage: 19.12 acres

Selected Parcel
Abutters
Buffer





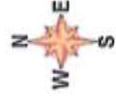


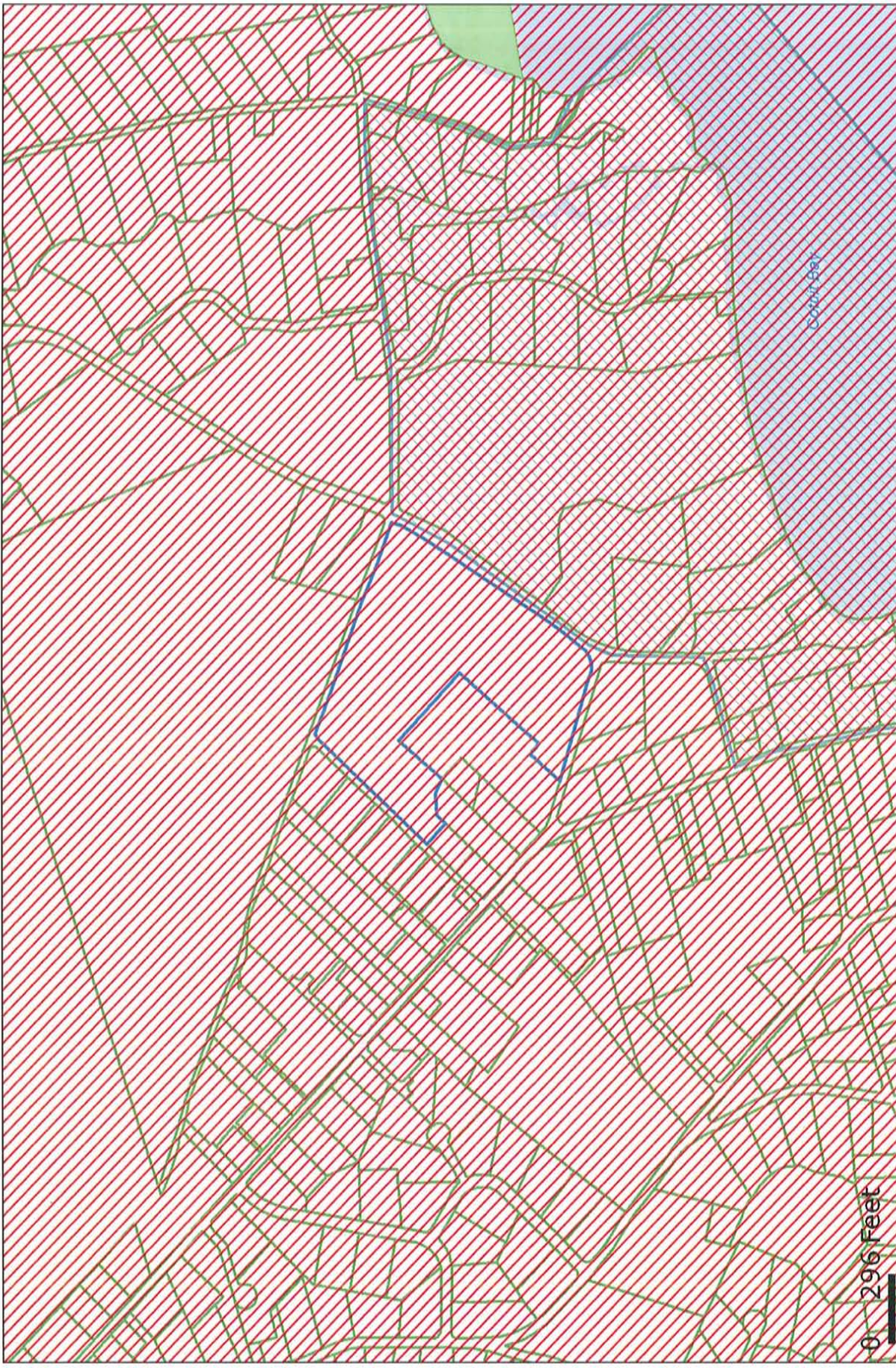
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Co-Owner:
Location: 0 PUTNAM AVENUE

Total Assessed Value: \$699800
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Selected Parcel
Abutters
Buffer



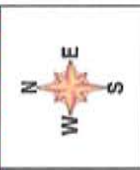


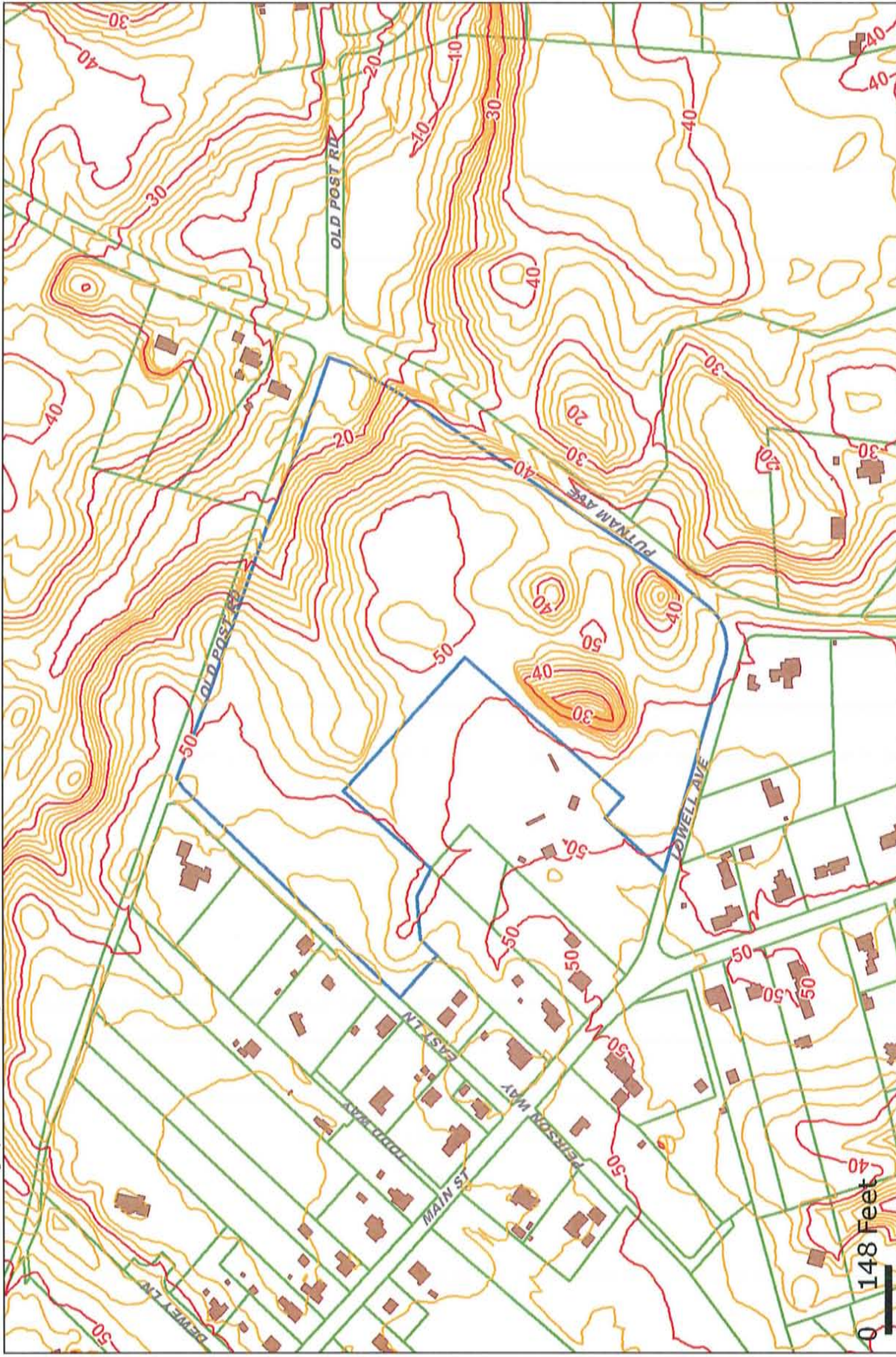
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Selected Parcel
Abutters
Buffer

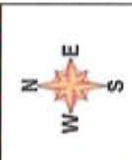




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Co-Owner:
Location: 0 PUTNAM AVENUE
Total Assessed Value: \$699800
Acreage: 19.12 acres

Selected Parcel
Abutters
Buffer



PHASE I
ENVIRONMENTAL SITE ASSESSMENT
Map 36 Parcel 39
Cotuit, Massachusetts

EXECUTIVE SUMMARY

The Horsley Witten Group (HW) has completed this Phase I Environmental Site Assessment (Phase I) documenting observed conditions of the property located at the intersection of Lowell Avenue and Putnam Avenue in Cotuit, Massachusetts and bordering Lowell Park to the south and west (the Site). The Site is defined by the Barnstable Assessor's Office as Parcel 36-39 with an area of approximately 19.12 acres. Refer to Figures 1 and 2 for regional location and general layout of the Site, respectively.

The Site is undeveloped and vegetated with trees and shrubs. Paths traverse the Site, providing access from Lowell Park to East Lane to the west and from Lowell Park to a small dirt path, known as Little River Road, to the north. There is also a path along the border between Lowell Park and the Site.

No physical indications of a release of oil or hazardous materials to the environment were observed during HW's May 5, 2014, site reconnaissance. Although not a REC, debris was observed in a large depression near the boundary between the Site and the eastern edge of Lowell Park. The area appeared to have been filled during leveling of the ball field. Observed debris included a deteriorated vehicle frame and engine, a boat trailer, tires, cinder blocks, appliance frames, pieces of asphalt, a small propane tank, and other metal debris. No signs of stressed vegetation or petroleum odors were noted during the site reconnaissance. In the northeast corner of the property, it appeared that a neighbor had disposed of tree trunks and other yard waste in a large pile. The pile of yard waste is also not considered a REC.

A review of Massachusetts DRP records indicates there are no permits for tank removal or records of storage or spills of hazardous materials on the Site. The Site is not a listed OHM release site. HW conducted a review of records for offsite releases of OHM. The record review indicates that all offsite releases were adequately regulated and none of the sites are expected to present a REC to the subject Site.

Based on HW's review and interpretation of reasonably ascertainable information, observations made during our site reconnaissance, this study has not revealed indications of an REC (as defined in Section 1.1 of this report) in connection with this Site. No specialized knowledge of RECs or other potential environmental concerns were

identified at the property and no stressed vegetation was observed. Properties sharing a border with the Site were also observed for evidence of RECs. At the time of HW's site reconnaissance, no RECs were observed on adjacent properties.

Full examination available upon request

**Roger M. Barzun, James L. Barzun, Elizabeth Parfit,
Emily Parfit, Francis C. Lowell, Jr., Charles R. Lowell
Thomas H. Lowell, Frederick K. Lowell
Elizabeth S. Lowell (life estate)**

		PAGE
Location:	0 Putnam Avenue, Cotuit	2
Barnstable Map	036-039	19.12 acres
Assessor's Code:	1300	Land Value: Appraised: \$1,375,000
Address:	Roger M. Barzun	Assessed: \$699,800
Current Owner	P. O. Box 767 Concord MA 01742	Buildings none
Plan:	Plan 289-74	1
Current owner deed	Bk. 2589-133 (FKL) BP# 58822 (RMB, JLB) See 2nd article of codicil to will. Bk. 3357-348 (FCL, Jr, CRL, THL & life estate to ESL) Bk. 26974-286 (EP & EP)	17 30 36 43
Mortgage:	None	
Easements:	None	
Restrictions:	Notice to Prevent Easement Bk. 18652-2	42
Taxes & Liens, Current owner: None		
Bankruptcy checked through April 27, 2014		
Access:	Bound by Public Ways	
	Bk 485-577 Widen County Way (Putnam Avenue)	not copied
	Bk. 1035-564 Layout Part of East Lane	not copied

COMMENTS

1. Need Death Certificate for Elizabeth S. Lowell, current holder of a Life Estate interest.

2. Four probates are needed to complete title.

1904 Elizabeth G. Lowell (presumed heirs, Guy Lowell, Alice Lowell Ropes
Suffolk Frederick E. Lowell)

1933 Frederick E. Lowell (presumed heir, spouse Isabel Shaw Lowell)
Middlesex

1962 Isabel Shaw Lowell (presumed heirs, Frederick Eldridge Lowell,
Middlesex Probate Alice Lowell, Mariana Lowell Barzun, &
#375711 Francis C. Lowell)

1982 Alice Lowell (presumed heirs, Roger M. Barzun, James L. Barzun, 69
Suffolk Isabel Barzun, Francis C. Lowell, Jr., Charles R. Lowell,
Probate # 518271 Thomas H. Lowell & Life estate to Elizabeth S. Lowell
With remainder to FCL, Jr., CRL & THL)

3. This is a full title for locus only. Registry documents show Lowell Family ownership of land on Plan 289-74.

There are four discrepancies between land as shown on Plan and land as shown on Barnstable Assessor's Map noted, but not resolved here:

1. Plan 289-74 shows encroachment onto Locus by the Town of Barnstable/Lowell Park.

Issues below relate to land conveyed in the deed out from Elizabeth G. Lowell to Benjamin F. Crosby at Bk. 240-58.

13

2. A portion of 25 East Lane, AsMap 036-026, encroaches on Locus.

3. I also believe the portion of land showing as "n/f Heirs of Benjamin Crosby" on Plan 289-74 should have been incorporated into what shows on that plan as Palmer land. 616 Main Street. AsMap 036028. Current owner Warren L. Wheelwright, Jr.

4. The portion of land showing on AsMap as parcel 036029002 should be incorporated into Map 036029001 626 Main Street. Current owner Kestutis J Mitkevicius, (TR.)

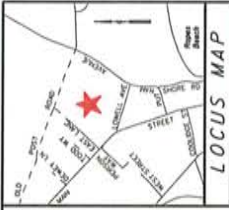
Examination begins with deed to Elizabeth G. Lowell, Bk. 205-234

Recorded May 3, 1893

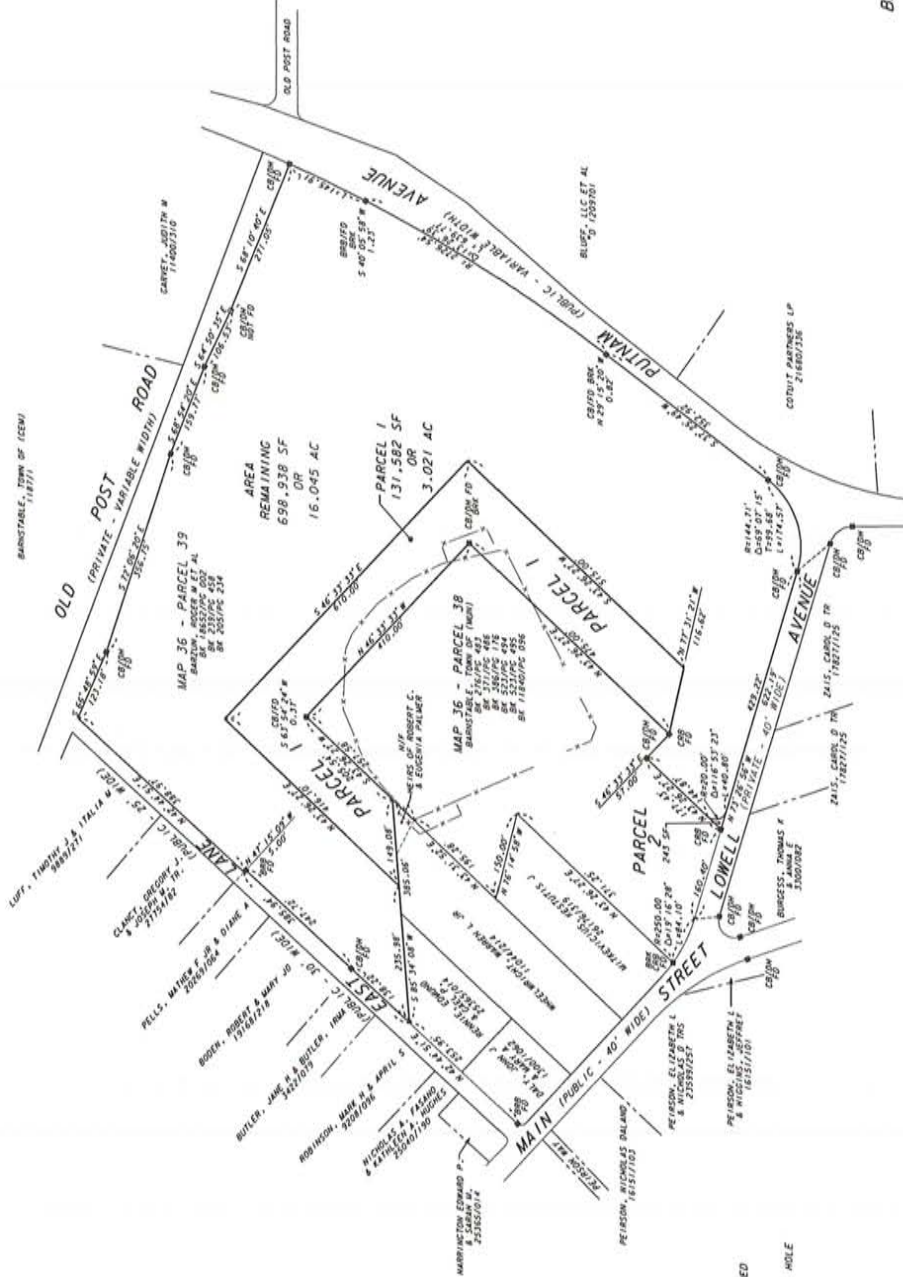
Examination ends

April 29, 2014

RESERVED FOR REGISTRY



1981 STATE PLANE
COORDINATE SYSTEM
MAINLAND ZONE



NOTES:
1. FIELD SURVEY BY ELECTRONIC
TOTAL STATION & GPS
2. PARCELS 1 & 2 ARE TO BE COMBINED
WITH PARCEL 3 AS SHOWN ON
ASSESSORS MAP #36
C/DH-CONCRETE BOUND WITH DRILL HOLE
C/DH-COUNTY ROAD BOUND
C/DH-UNDEVELOPED ROAD BOUND
BND-GRADUATED

THIS PLAN WAS PREPARED IN
CONFORMITY WITH THE RULES AND REGULATIONS OF
THE REGISTRY OF DEEDS OF THE COMMONWEALTH
OF MASSACHUSETTS.

ROBERT D. GOLDEN, P.S.
DATE

APPROVAL UNDER THE SUBDIVISION
CONTROL LAW NOT REQUIRED.

DATE: _____

BARNSTABLE PLANNING BOARD

NOTE: INFORMATION AS TO COMPLIANCE
WITH THE ZONING ORDINANCE REQUIREMENTS
HAS BEEN MADE OR INTENDED BY THE
ABOVE ENDORSEMENT.

PLAN REFERENCES

PUTNAM AVE - 1931
PL BE 45 / PG 47
MAIN STREET - 1929
PL BE 35 / PG 05
EAST LANE - 1929
PL BE 35 / PG 107
PL BE 35 / PG 107
PL BE 35 / PG 107
PL BE 35 / PG 107
PL BE 35 / PG 107
PL BE 35 / PG 107

PLAN OF LAND
IN
BARNSTABLE (COTUIT MA)
PREPARED FOR:
BARNSTABLE LAND TRUST
PREPARED BY:
THE TOWN OF BARNSTABLE
D.P.W. - SURVEY DIVISION
DATE: MAY 2, 2014
SCALE: 1"=100'

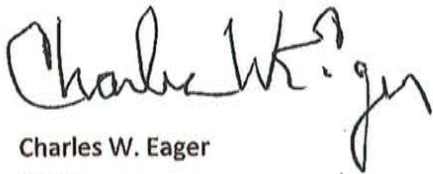
100 50 0 100 200 FEET
SCALE IN FEET
0 20 40 60 80 100 METERS
SCALE IN METERS

COTUIT FIRE DISTRICT
P.O. BOX 1475
COTUIT, MA 02635

I, Charles W. Eager, Clerk of the Cotuit Fire District attest that the following article was included in the Warrant of the District's Annual Meeting for Fiscal Year 2015 held May 28, 2014.:

Article 19: To see if the Cotuit Fire District voters will authorizes the Cotuit Fire District to transfer, borrow and or raise and appropriate the sum of \$235,000.00 to acquire, pursuant to Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, for water supply protection purposes, a conservation restriction or watershed preservation restriction pursuant to MGL Ch. 184, ss. 31-33, to be jointly held with the Town of Barnstable, on sixteen (16) acres, more or less, of land located in a Wellhead Protection District for Well #E3 in Cotuit Village, being shown on Barnstable Assessors Map 036 as a portion of Parcel 039, to be under the control of the Board of Water Commissioners. In furtherance of this objective the Cotuit Fire District is hereby authorized to expend up to \$225,000.00 for the purchase of said restriction and \$10,000.00 for costs associated with the purchase. Said Land shall be open to the general public for appropriate outdoor passive recreational use while consistent with 310 CMR 22.00. Said land is more fully described on a sketch entitled, "Sketch showing 16 acres+/- to be acquired by the Barnstable Land Trust, Inc. and a Conservation Restriction to be acquired by the Cotuit Fire/Water District and/or the Town of Barnstable Conservation Commission, and 3 acres +/- to be acquired by the Town of Barnstable and added to Lowell Park, 4-5-14. Final dimensions subject to confirmation by survey plan by Town of Barnstable, Dept. of Public Works, 2014 (pending)," on file with the District Clerk.

I further attest the article was moved, seconded and passed 75 to 3 surpassing the 2/3 majority required for a borrowing article.



Charles W. Eager
Clerk

PURCHASE AND SALE AGREEMENT

Date: February 21, 2014

1) PARTIES

We, FREDERICK K. LOWELL, FRANCIS C. LOWELL, JR., CHARLES R. LOWELL, THOMAS H. LOWELL, JAMES L. BARZUN, ROGER M. BARZUN, ELIZABETH PARFIT and EMILY PARFIT, all with a mail address of c/o Roger M. Barzun, P.O. Box 767, Concord, MA 01742 and, collectively, the SELLERS, agree to SELL, and BARNSTABLE LAND TRUST, INC., a Massachusetts non-profit corporation with a tax identification number of 22-2483963 and with a mail address of P.O. Box 224, Cotuit, MA 02635 hereinafter called the BUYER, agrees to BUY, upon the terms hereinafter set forth, including Rider "A", which is attached hereto and made a part hereof, the following described premises:

2) DESCRIPTION

That certain parcel of land located on the northwesterly side of Putnam Avenue, Barnstable (Cotuit), Barnstable County, Massachusetts shown as containing 19.12 acres of land on the "Plan of Land in Cotuit Barnstable Mass. as surveyed for and claimed by Francis Cabot Lowell et al by Crowell & Taylor Corp.", which said plan is dated August 1974 and filed with the Barnstable County Registry of Deeds in Plan Book 289, Page 74.

3) PURCHASE PRICE

The agreed purchase price for said premises is One Million Six Hundred Thousand and no/100 Dollars (\$1,600,000.00), of which

\$ 1,000.00 have been paid as a deposit this day, and

\$1,599,000.00 are to be paid at the time of delivery of the deed by bank treasurer's or certified check.

\$1,600,000.00 Total

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 SELLERS 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 as aforesaid and except for (a) the 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 the delivery of such deed; (c) any liens for municipal betterments assessed before or after the date of this Agreement; and (d) the provisions of Paragraph Twenty-Four hereof. The BUYER acknowledges that said premises are burdened by a fence encroachment from the adjacent parcel owned by the Town of Barnstable that is used as a ballfield and agrees that said encroachment shall not constitute a title defect for purposes of this transaction.

5. PLANS

In the event that the property is to be divided between the Town and the BUYER, then the BUYER or the BUYER'S NOMINEE shall be responsible for said plan.

6) TIME FOR PERFORMANCE; DELIVERY OF DEED

Such deed is to be delivered at 11:00 AM on the 31st day of December, 2014, at the Barnstable County Registry of Deeds, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this Agreement.

7) USE OF PURCHASE MONEY TO CLEAR TITLE

To enable the SELLERS to make conveyance as herein provided (including the provisions of Paragraph Twenty-Four), the SELLERS 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 that under the terms of this Agreement they are required to clear.

8) POSSESSION AND CONDITION OF PREMISES

Full possession of said premises free of all tenants and occupants (except as otherwise provided in Paragraph Four) is to be delivered at the time of the delivery of the deed, said premises to be then (a) in the condition provided for in Paragraph Twenty-Four; and (b) in compliance with the provisions of any instrument referred to in Paragraph Four hereof.

9) ACCEPTANCE OF DEED

The acceptance of a deed by the BUYER or its 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 or to survive the delivery of the deed.

10) ADJUSTMENTS

Real estate taxes for the then current year, shall be apportioned as of the date of the delivery of the deed to the Escrow Agent (as defined below) 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.

11) 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 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.

12) EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM

If the SELLERS shall be unable to give title or to make conveyance, or to deliver possession of said premises, all as herein stipulated, or if at the time of the delivery of the deed said premises do not conform with the provisions hereof, then the SELLERS shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make said premises conform to the provisions hereof, as the case may be, in which event the SELLERS 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. Such "reasonable efforts" shall not require the SELLERS to expend more than \$5,000.00, inclusive of attorneys' fees.

13) FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM

If at the expiration of the extended time the SELLERS shall have failed to so remove any defects in title, deliver possession, or make said premises conform, as the case may be, all as herein agreed, then, at the BUYER'S option, any payments made under this Agreement shall be forthwith refunded and all other obligations of all parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto.

14) 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 SELLERS can deliver to said premises in their then condition and to pay therefor the purchase price without deduction, in which case the SELLERS shall convey such title.

15) BUYER'S DEFAULT; DAMAGES

If the BUYER shall fail to fulfill the BUYER'S agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLERS as liquidated damages as their sole remedy at law and in equity.

16) DEPOSIT

All deposits made hereunder shall be held by Francis C. Lowell, Jr. as a SELLER, subject to the terms of this Agreement and shall be duly accounted for at the time for performance of this Agreement.

17) WARRANTY OF NO BROKER

Both the BUYER and the SELLERS warrant to the other that no real estate broker or agent brought about this transaction and each agrees to indemnify and hold harmless the other party from and against any and all liabilities, expenses, and damages occasioned by a breach of this warranty, including reasonable attorney's fees incurred in the defense of any claim, suit, or action for any broker's commission.

18) LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, ETC.

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

19) WARRANTIES AND REPRESENTATIONS

The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has it 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 the SELLERS: None.

20) CONSTRUCTION OF AGREEMENT

This instrument is to be construed as a Massachusetts contract, is to take effect as a sealed

instrument, and together with Rider "A" 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 permitted assigns, and may be cancelled, modified or amended only by a written instrument executed by both the SELLERS and the BUYER and may not be assigned by the BUYER without the SELLERS' written consent.

21) BARGAIN SALE AND 1031 TRANSACTION PROVISION

The BUYER acknowledges that the SELLERS intend to claim the sale as a bargain sale for charitable purposes and the BUYER agrees to cooperate with the SELLERS in their claim by executing forms 8283 for each of the SELLERS without acknowledging the amount of the deduction claimed by the SELLERS.

The BUYER will cooperate with any one or more of the SELLERS wishing to engage in a 1031 transaction.

22) FUNDING CONTINGENCY-EXTENSION

The performance of this Agreement by the BUYER is contingent upon its ability to raise sufficient funds to make the purchase on or before the closing date. The BUYER shall have the right to seek an extension of the closing date by written notice to the SELLERS on or before December 1, 2014, which notice shall provide evidence satisfactory to the SELLERS that the BUYER has raised a substantial portion of the purchase price and which notice includes an additional deposit in the amount of \$5,000.00, whereupon the closing date shall be extended for a period of up to nine (9) months at the election of the BUYER.

23) USE OF PREMISES

The intent of the BUYER is to protect the bulk of the property, approximately 16 of the 19.12 acres, as open space and to restrict the same through a perpetual conservation restriction, which restriction will include, without limitation, the maintenance of the existing natural pastoral condition of said premises' tree-lined frontage on Putnam Avenue, excepting walking trails from Putnam Avenue for access to the said ballfield. It is understood that a perpetual conservation restriction must be approved by the Town and the State and that the BUYER will use its best efforts to seek and obtain the necessary approvals to place a perpetual conservation restriction on the land simultaneously with the closing date.

In the event the BUYER sells the difference between the 16 acres referred to above and the total acreage of said premises (approximately three acres) to the Town, the following restrictions shall be imposed upon the use of said three acres, and Barnstable Land Trust will be the enforcing party:

- (a) No lighting of the ballfield; and
- (b) No parking lot lighting other than that required by law.

This provision shall survive delivery of the deed.

24) ACCESS AND INSPECTION OF PREMISES:

The BUYER shall have the right to reasonable access to said premises from time to time during the term of this Agreement for the purpose of showing the property to prospective lenders/appraisers and donors. The BUYER shall have a period of six (6) months from the date of this Agreement to conduct due diligence investigations and activities relative to said premises, including but not limited to survey, title and environmental studies (the "Due Diligence Period"). The BUYER shall notify the SELLERS in writing in advance of all due diligence activities, which notice shall identify the activity, the parties performing the activity, and the date(s) of the activity. The BUYER shall

provide to the SELLERS at no expense one copy of all surveys, reports, investigations and tests prepared or issued by or for the Buyer in connection with due diligence activities conducted on said premises. The BUYER'S obligation to provide copies of all surveys, reports, investigations and tests shall survive termination of this Agreement.

This Agreement is contingent on the BUYER being satisfied with the results of its due diligence activities. If the BUYER is not satisfied with the results of its due diligence activities, it may terminate this Agreement by written notice to the SELLERS within thirty (30) days following the expiration of the Due Diligence Period, in which case the SELLERS will return all deposits paid hereunder and the rights and duties of the parties will terminate, except those which expressly survive termination.

In the event that the BUYER does not exercise its right to terminate in accordance with the terms hereof, notwithstanding the provisions of Paragraph Four, it shall be deemed: (a) to be satisfied with its due diligence activities; (b) to have waived any and all issues concerning said premises, including but not limited to the title to, and the condition of, said premises, except those which occur after the date the Due Diligence Period expires; and (c) to accept said premises in "as is, where is" condition as of the date the Due Diligence Period expires. This provision shall survive delivery of the deed.

All expenses incurred by the BUYER in connection with due diligence activities shall be borne solely by the BUYER.

25) SELLERS' REPRESENTATIVES AND NOTICES:

SELLERS' REPRESENTATIVES:

By signing this Agreement, each of the SELLERS agrees that each of Messrs. Francis C. Lowell, Jr. and Roger M. Barzun, as the SELLERS, acting alone shall have the following authority to act for and on behalf of all of the SELLERS —

- (a) To receive all notices from the BUYER;
- (b) To grant the BUYER such permissions as are reasonably required for the BUYER to perform its due diligence activities; and
- (c) To take such other administrative actions as they or either of them deems necessary, appropriate or advisable to implement the sale contemplated by this Agreement.

Messrs. Lowell and Barzun, as the SELLERS' representatives, are expressly not authorized to grant an extension of any of the time periods provided for in this Agreement, all of which are of the essence of this Agreement.

NOTICES

Any notices required or appropriate hereunder (other than routine correspondence) shall be in writing, delivered by electronic mail, or by facsimile transmission, in each case with confirmation of receipt, as follows:

If to the SELLERS, to:

Roger M. Barzun
RBarzun@Verizon.net
Facsimile #: (978) 405-5024
and
Francis C. Lowell, Jr.
FC.Lowell@Comcast.net

If to the BUYER, to:

Barnstable Land Trust
Jaci@BLT.org
Facsimile #: (508) 771-3463
and
Bernie Kilroy, Esq.
BKilroy@Comcast.net
Facsimile #: (508) 775-7528

26) EXECUTION AND DELIVERY

This Agreement, any amendment hereof and Rider "A" may be executed in one or more counterparts, each of which shall be deemed an original hereof, but all of which shall constitute but one and the same agreement, and when signed by a party may be delivered by electronic transmission with the same force and effect as if the same were an executed and delivered original, manually-signed counterpart.

EXECUTED UNDER SEAL AS OF THIS 21st DAY OF FEBRUARY, 2014

Barnstable Land Trust Inc. (BUYER)

By: Lee Ann Hesse
Lee Ann Hesse, President

SELLERS

Frederick K. Lowell

Francis C. Lowell, Jr.

Charles R. Lowell

Thomas H. Lowell

James L. Barzun

Roger M. Barzun

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Emily Parfit

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James L. Barzun

Roger M. Barzun

Elizabeth Parfit

Emily Parfit

RIDER "A"

TO PURCHASE AND SALE AGREEMENT BY AND BETWEEN FREDERICK K. LOWELL, FRANCIS C. LOWELL, JR., CHARLES R. LOWELL, THOMAS H. LOWELL, JAMES L. BARZUN, ROGER M. BARZUN, ELIZABETH PARFIT, AND EMILY PARFIT ("SELLERS"); AND BARNSTABLE LAND TRUST, INC. ("BUYER") FOR PROPERTY LOCATED AT PUTNAM AVENUE, BARNSTABLE (COTUIT), MASSACHUSETTS

- 1) If any provision contained in this Rider "A" conflicts in any way with the body of the Purchase and Sale Agreement to which this Rider "A" is attached, then this Rider "A" shall control.
- 2) In the event that the BUYER is unable to obtain a perpetual conservation restriction on the land, as described in Paragraph Twenty-Three, above, at or before the closing date, the parties agree to close the sale in escrow as follows:
 - (a) At the closing, the SELLERS shall deliver the fully-executed deed to Bernie Kilroy, Esq., counsel to the BUYER, as escrow agent for the parties, in such capacity hereinafter referred to as the Escrow Agent.
 - (b) At the closing, the BUYER shall deliver the purchase price to the Escrow Agent.
 - (c) At such time as the Escrow Agent first has in his possession written evidence that at least fifteen and one-half (15.5) acres of the property are subject to a perpetual conservation restriction, he shall record or cause to be recorded the deed and shall then transmit the purchase price to FRANCIS C. LOWELL, JR. as a representative of the SELLERS.
 - (d) Notwithstanding the foregoing, in the event that the Escrow Agent is not in possession of written evidence of said perpetual conservation restriction before 5:00 p.m. Eastern Time on the 120th day after the closing (hereinafter referred to as the Expiration Time and counting the closing date as day one) he shall return the purchase price to the BUYER, and shall return the deed to said FRANCIS C. LOWELL, JR. as a representative of the SELLERS. If the Expiration Time falls on a day in which Massachusetts banks are not open for business, the Expiration Time shall be extended to the next day on which such banks are open for business.
- 2) The parties hereby agree to provide their taxpayer identification numbers at the time of closing. The SELLERS certify that they are not subject to back-up withholding by the Internal Revenue Service. The SELLERS further certify that they are either exempt from, or this transaction is not subject to, the provisions of 26 USC 1445 regarding the withholding tax on disposition of real property interests by foreign persons or foreign corporations. The information furnished under the provisions of this Paragraph Two of Rider "A" is made under the penalties of perjury.
- 3) Any question arising in the transaction that is the subject of a title or practice standard of the Real Estate Bar Association for Massachusetts shall be covered by said standard or practice to the extent applicable.
- 4) The BUYER shall not assign the BUYER'S rights under this Agreement or and shall not record a copy of this Agreement without SELLERS' written consent. If nevertheless the BUYER does record or attempts to assign this Agreement without such consent, then, at the option of the SELLERS, the deposit hereunder shall be retained by the SELLERS as liquidated damages, and

this Agreement shall be null and void and the parties herein shall have no further obligations to each other.

5) The BUYER hereby represents and warrants to the SELLERS as of the date hereof and as of the closing date as follows:

(a) The BUYER is a "qualified organization" as defined under Section 170(h) of the Internal Revenue Code with a purpose of conservation.

(b) This Agreement and all documents executed by the BUYER that are to be delivered to the SELLERS at the closing are, or at the closing date will be, duly authorized, executed and delivered by the BUYER. This Agreement and such documents are, or at the closing date will be, legal, valid, and binding obligations of the BUYER, and do not, and, at the closing date will not, violate any provisions of any Agreement or judicial order to which the BUYER is a party or to which it is subject.

(c) There are no proceedings pending or, to the BUYER'S knowledge, threatened against it in any court or before any governmental authority or any tribunal which, if adversely determined, would have a material adverse effect on its ability to purchase the property or to carry out its obligations under this Agreement.

6) The SELLERS agree that they shall each receive a separate 1099 for gross proceeds based upon their respective percentage interests in the premises, and the net sale proceeds shall be allocated among the SELLERS in accordance with said percentage interests, as follows:

Name	Percentage Interest
Frederick K. Lowell	25.00%
Francis C. Lowell, Jr.	12.50%
Charles R. Lowell	12.50%
Thomas H. Lowell	12.50%
James L. Barzun	12.50%
Roger M. Barzun	12.50%
Elizabeth Parfit	06.25%
Emily Parfit	06.25%

[The next page is the signature page of Rider "A"]

This Rider "A" is executed as a sealed instrument as of this 21st day of February, 2014.

Barnstable Land Trust Inc. (BUYER)

By: Lee Ann Hesse
Lee Ann Hesse, President

THE SELLERS

Frederick K. Lowell

Francis C. Lowell, Jr.

Charles R. Lowell

Thomas H. Lowell

James L. Barzun

Roger M. Barzun

Elizabeth Parfit

Emily Parfit

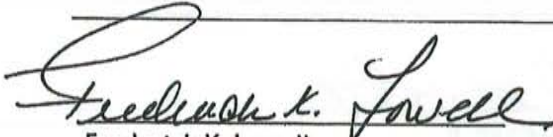
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Barnstable Land Trust Inc. (BUYER)

By:


Lee Ann Hesse, President

THE SELLERS


Frederick K. Lowell

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Barnstable Land Trust Inc. (BUYER)

By: Lee Ann Hesse
Lee Ann Hesse, President

THE SELLERS

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Lee Ann Hesse, President

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Charles R. Lowell
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Roger M. Barzun
Roger M. Barzun

Emily Parfit
Emily Parfit

Barnstable Land Trust Inc. (BUYER)

By:

Lee Ann Hesse, President

THE SELLERS

Frederick K. Lowell

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Ben Hull

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Barnstable Land Trust Inc. (BUYER)

By: Lee Ann Hesse
Lee Ann Hesse, President

THE SELLERS

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James L. Barzun
James L. Barzun

Roger M. Barzun

Elizabeth Parfit

Emily Parfit



**Town of Barnstable
Regulatory Services
Richard V. Scali, Director
Conservation Division**

Robert W. Gatewood, Administrator
200 Main Street, Hyannis, MA 02601
E-mail: conservation@town.barnstable.ma.us

Office: 508-862-4093

Fax: 508-778-2412

July 3, 2014

Lindsey Counsell, Chairman
Town of Barnstable Community Preservation Committee
367 Main Street
Hyannis, MA 02601

Dear Mr. Counsell,

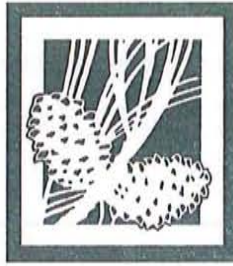
The Barnstable Conservation Division lends its support to the Community Preservation Committee grant application of the Barnstable Land Trust for acquiring the 19-acre Lowell property in the village of Cotuit.

This parcel is important for the protection of water resources. The entire parcel is within the Resource Protection Overlay District. Additionally, the parcel partially lies within the zone of contribution to a public well. It is also important for the protection of natural habitat, as it connects to 800 acres of protected open space.

Thank you for your kind consideration of the application.

Sincerely,

Rob Gatewood
Conserv. Admin.



THE COMPACT

OF CAPE COD CONSERVATION TRUSTS, INC.

9 July 2014

Lindsey B. Counsell, Chr.
Community Preservation Committee
Town Hall, 367 Main Street
Hyannis MA 02601

Dear Lindsey:

I am writing in strong support of the application by the Barnstable Land Trust, Inc. (BLT) to your committee for partial funding of the Lowell Park forest project in Cotuit. I have been involved in this project for the past two years and am very familiar with the property.

This property was considered on the "wish list" of the Barnstable Conservation Commission and local open space leaders back into the 1980s, when you and I served on the Commission. It is the second largest remaining unprotected, undeveloped parcel in Cotuit.

I was pleased to see the strong support of the voters at the Cotuit Water District annual meeting in late May. They understood the importance of this property to protecting Cotuit's drinking water supply (partially in Zone II) and bay water quality (marine recharge area to Cotuit Bay.)

The long amount of road frontage of this 19-acre parcel on Putnam Avenue, the public gateway into Cotuit, will provide for a continued greenbelt as one enters the village proper. It will also serve as a major link in the protected open space assemblage stretching out to Route 28 and beyond.

Thank you for your personal support of this project and I hope the CPC will endorse it as well.

Sincerely,

Mark H. Robinson
Executive Director

Cc: J. Barton, BLT





COTUIT ATHLETIC ASSOCIATION

P.O. Box 411 • Cotuit, MA 02635 • www.kettleers.org

*Sponsor of the Cotuit Kettleers Baseball Team
Member of the Cape Cod Baseball League Since 1947*

July 12, 2014

Lindsey Counsell, Chairman
Town of Barnstable Community Preservation Committee
367 Main Street
Hyannis, MA 02601

Dear Mr. Counsell,

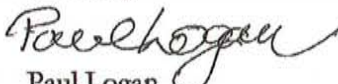
The Cotuit Athletic Association strongly supports the Barnstable Land Trust's Community Preservation Committee grant application for funding towards their purchase of 19 acres of woodlands surrounding Lowell Park in the village of Cotuit. The 19 acres of woods surrounding Lowell Park make it one of the most beautiful parks on Cape Cod.

The Cotuit Athletic Association takes pride in its reputation as having the finest baseball diamond on Cape Cod. With the pristine setting and cozy confines of Lowell Park in the small village of Cotuit, the park and the 19 surrounding acres are a most important asset in the Town of Barnstable. Many youth, high school, and community baseball teams use Lowell Park on a regular basis in addition to the defending Cape Cod Baseball League Champion Cotuit Kettleers.

The Cotuit Athletic Association has been a good friend and partner with the Town of Barnstable for many years and Lowell Park has gladly hosted many baseball games and other community activities. Visitors come from all over come to not only watch the Kettleers play, but to also take in a baseball game in such a unique environment. Many other Cape Cod Baseball League teams play at high schools and while these fields are nice, you don't get the same feeling there that you do watching a game at Lowell Park. Even though the Kettleers have proven to be a very successful team through the last 68 years, it is the park and pristine woods surrounding the field that make experiencing a baseball game at Lowell Park unlike anything else.

On behalf of the Cotuit Athletic Association Board of Directors, Officers, Coaches, and Players, we are most supportive of the Barnstable Land Trust's Community Preservation Committee grant application for funding towards their purchase of the 19 acres surrounding Lowell Park in Cotuit.

Sincerely,

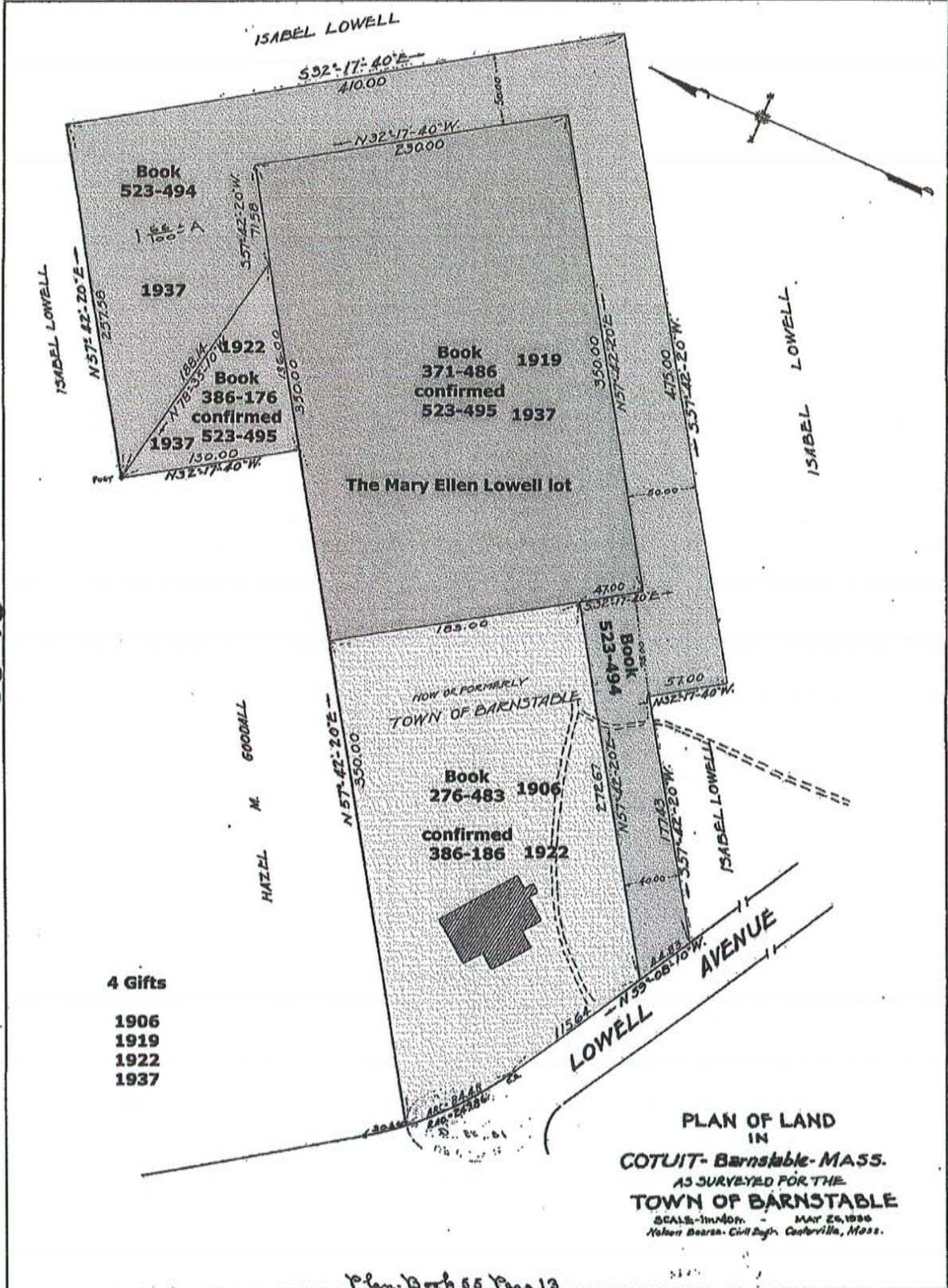

Paul Logan
President

Board of Directors

Paul Logan, President; Stacy Wardwell, Vice President; Andy Bonacker, Vice President; Liz Savoia, Secretary;
Richard Sawyer, Treasurer; Lisa Aubin, Jennifer Barth, Alan Blanchette, Susan Blanchette,
Joseph Cavanaugh, Martha Johnston, Bruce Murphy, Arnold Mycock, Ivan Partridge, Sue Pina

55-13

55-13



The Community Preservation Committee's overall goal is the preservation of historic resources; the creation, maintenance, and support of community housing; the acquisition and protection of open space; and the creation and restoration of recreational facilities in the Town of Barnstable.

Richard Sawyer comments

Change first sentence to:

"The Town of Barnstable's Community Preservation Committee's...." and delete "Town of Barnstable" at the end.



CAPE COD COMMISSION

CAPE COMMUNITY PRESERVATION ACT FUNDING OF AFFORDABLE HOUSING BY TOWN AND CATEGORY

June 30, 2014

TOWN	RENTAL PRODUCTION	OWNERSHIP PRODUCTION	OWNERSHIP BUYDOWNS OR DOWN PAYMENT- UNITS	PRESERVATION OF EXISTING AFFORDABLE UNITS	SUPPORT FOR INDIVIDUAL HOUSEHOLDS (RENT, ETC.)	CONSULTANTS		TOTAL
						PROF. SERVICES	OTHER	
BARNSTABLE	\$1,541,420	\$135,000	\$100,000	\$575,000	\$100,000	\$0		\$2,451,420
BOURNE	\$218,500	\$262,835	\$288,260	\$100,000	\$0	\$367,775		\$1,237,370
BREWSTER	\$708,770	\$995,000	\$0	\$360,000	\$0	\$0		\$2,063,770
CHATHAM*	\$317,000	\$478,526	\$390,000	\$54,000	\$691,940	\$65,000		\$1,996,466
DENNIS	\$620,000	\$104,500	\$160,000	\$0	\$300,000	\$500		\$1,185,000
EASTHAM	\$1,646,000	\$0	\$0	\$234,001	\$308,000	\$24,000		\$2,212,001
FALMOUTH	\$3,523,000	\$476,050	\$0	\$157,000	\$40,000	\$0		\$4,196,050
HARWICH	\$1,274,533	\$275,000	\$282,928		\$530,000	\$50,000		\$2,412,461
MASHPEE	\$450,000	\$210,000	\$0	\$90,535	\$300,000	\$0		\$1,050,535
ORLEANS	\$757,587	\$650,000	\$0	\$45,000	\$0	\$39,000		\$1,491,587
PROVINCETOWN	\$2,590,000	\$732,000	\$0	\$0	\$210,000	\$327,229		\$3,859,229
SANDWICH	\$2,000,000	\$250,500	\$0	\$150,000	\$173,500	\$0		\$2,574,000
TRURO	\$910,000	\$642,000	\$0	\$0	\$0	\$7,500		\$1,559,500
WELLFLEET	\$355,000	\$409,112	\$327,000	\$0	\$412,000	\$38,000		\$1,541,112
YARMOUTH**	\$2,052,500	\$854,524	\$2,324,120	\$466,746	\$269,070	\$532,414		\$6,499,374
TOTAL	\$18,964,310	\$6,475,047	\$3,872,308	\$2,232,282	\$3,334,510	\$1,451,418		\$36,329,875

* Chatham has committed an additional \$300,000 to the Chatham Affordable Housing Trust Fund that has yet to be allocated to specific projects or activities; therefore, Chatham's total CPA housing commitments have been \$2,296,466.

** Yarmouth has committed an additional \$459,746 to the Yarmouth Affordable Housing Trust that has yet to be allocated to specific projects or activities; therefore, Yarmouth's total CPA housing commitments have been \$6,959,120.



**CAPE COMMUNITY PRESERVATION ACT FUNDING BY TOWN OF AFFORDABLE
HOUSING AS % OF TOTAL CPA REVENUE**

June 30, 2014

TOWN	\$ AWARDED TO HOUSING ACTIVITIES	TOTAL CPA REVENUE THROUGH 6/30/14	HOUSING AWARDS AS % OF TOTAL
BARNSTABLE	\$2,451,420	\$37,239,859	6.6%
BOURNE	\$1,237,370	\$13,941,919	8.9%
BREWSTER	\$2,063,770	\$9,689,632	21.3%
CHATHAM	\$2,296,466	\$11,145,554	20.6%
DENNIS	\$1,185,000	\$13,236,859	9.0%
EASTHAM	\$2,212,001	\$6,752,502	32.8%
FALMOUTH	\$4,196,050	\$30,138,454	13.9%
HARWICH	\$2,412,461	\$14,056,805	17.2%
MASHPEE	\$1,050,535	\$14,505,343	7.2%
ORLEANS	\$1,491,587	\$8,015,894	18.6%
PROVINCETOWN	\$3,859,229	\$5,323,392	72.5%
SANDWICH	\$2,574,000	\$17,728,964	14.5%
TRURO	\$1,559,500	\$4,759,192	32.8%
WELLFLEET	\$1,541,112	\$5,433,604	28.4%
YARMOUTH	\$6,959,120	\$18,052,529	38.5%
TOTAL	\$37,089,621	\$210,020,502	17.7%

NOTE: Affordable housing award total only includes those funds awarded to projects or activities; it does not include those funds that may remain in the 10% reserve pool for community housing activities.

Total CPA revenue obtained from Community Preservation Coalition web site.