

TOWN OF FALMOUTH
BOARD OF SELECTMEN

AGENDA

MONDAY, NOVEMBER 18, 2019 – 7:00 P.M.

SELECTMEN'S MEETING ROOM

TOWN HALL

59 TOWN HALL SQUARE, FALMOUTH, MA 02540

7:00 p.m. OPEN SESSION

1. Call to Order
2. Pledge of Allegiance
3. Recognition
4. Announcements
5. Public Comment

7:15 p.m. SUMMARY OF ACTIONS

1. Licenses
 - a. Approve Application to Amend Underground Storage License for a Change of Ownership Name to AC Massachusetts LLC located at 33 Technology Park Drive, Falmouth
 - b. Approve Application for a Change of Manager of an All Alcoholic Common Victualler License and Entertainment License for 311 Gifford Street OPCO, LLC d/b/a Coonamessett Inn located at 311 Gifford Street, Falmouth
 - c. Approve Application for Change of DBA of an All Alcoholic Common Victualler License from JNV Ventures, LLC d/b/a Stone L'Oven Pizza Co. to JNV Ventures, LLC d/b/a Simply Divine Pizza Co., 271 Main Street, Falmouth
 - d. Approve Application for a Change of Officer and a Change of Beneficial Interest of an All Alcoholic Common Victualler License – 99 Restaurants of Boston, LLC or 99 West, LLC d/b/a 99 Restaurant & Pub, 30 Davis Straits, Falmouth
 - e. Approve Application for a One-Day All Alcohol Liquor License – Falmouth Theatre Guild – Highfield Theater, 58 Highfield Drive – Saturday, 12/14/19
 - f. Approve Application for One-Day Agricultural Liquor License – Coastal Vineyards – Mahoney's Garden Center Ladies Night Holiday Open House, 958 E, Falmouth Hwy. – Thursday, 11/21/19
 - g. Approve Application for One-Day Agricultural Liquor License – Cape Cod Winery – Mahoney's Garden Center Ladies Night Holiday Open House, 958 E. Falmouth Hwy. – Thursday, 11/21/19
 - h. Approve Request to Extend Seasonal All Alcoholic Common Victualler License until January 2, 2020 – Landfall Restaurant, 9 Luscombe Avenue, Woods Hole
2. Administrative Orders
 - a. Vote to Accept Donation from The 300 Committee in the amount of \$295,000 for the Coonamessett Greenway Heritage Trail Project
 - b. Vote to Accept Donation from Falmouth Road Race, Inc. in the amount of \$3,000 to the Beach Department Donation Account
 - c. Vote to Approve Regulatory Agreement – Brick Kiln Place
 - d. Approve Preservation Restriction for Woods Hole Public Library, 581 Woods Hole Road
 - e. Approve Preservation Restriction for River Bend Silo, 682 Sandwich Road
 - f. Approve Intermunicipal Agreement with Town of Barnstable to Continue Sealer of Weights and Measures Inspections for Oil Trucks Only

7:30 p.m. PUBLIC HEARINGS

1. Fee Hearing – 2020 Fees
2. Application for Transfer of an All Alcoholic Common Victualler License – Moto Pizza Falmouth LLC d/b/a Moto Pizza, 500 Waquoit Highway, East Falmouth
3. Liquor License Violation Hearing – Falmouth Fine Wines & Spirits, LLC d/b/a John's Liquor Store, 729 Main Street, Falmouth
4. Liquor License Violation Hearing – Intergas Service Center, Inc., 607 Main Street, Falmouth

7:45 p.m. BUSINESS

1. Interview, Vote and Appoint a Member to the Falmouth EDIC:
 - a) Courtney Bird, b) Robert Ripley, c) Thomas Feronti

2. Report – Commission on Substance Use
3. Police Department Quarterly Report – Chief Edward Dunne
4. Adopt Proposed Comprehensive Wastewater Management Plan
5. Vote to Approve Complete Streets Policy
6. Approve Creation and Mission Statement of Citizens Advisory Committee for Future Fire Station Location
7. Discuss the Steamship Authority (SSA) “Long-Range Vineyard Transportation Task Force”, and the “Working Group to Identify and Develop Ways to Mitigate Traffic”
8. Approve 2020 Annual License Renewals:

ALL ALCOHOL RESTAURANT

Bluefins, 295 Main Street
 Falmouth Country Club, 630 Carriage Shop Road
 Falmouth Jade, Inc., 143-145 East Falmouth Highway
 Flying Bridge Restaurant, 220 Scranton Avenue
 Golden Sails, 143-145 East Falmouth Highway
 Grumpy’s Pub, 29 Locust Street
 Osteria la Civetta, 133 Main Street
 Pickle Jar Kitchen, 170 Main Street
 Soprano’s by the Sea, 286 Grand Avenue
 TGC, 132 Falmouth Woods Road

ALL ALCOHOL CLUB

Falmouth Yacht Club, 290 Clinton Avenue

ALL ALCOHOL PACKAGE STORE

Falmouth Wine & Spirits, 322 Palmer Avenue
 Family Foods, 350 East Falmouth Highway
 R.J.’s Variety & Liquors, 174 Sandwich Rd.
 West Falmouth Market, 623 West Falmouth Hwy.

WINE & MALT RESTAURANT

Crabapples, 553 Palmer Ave.
 New Golden Dynasty, 25 Davis Strait
 Papa Gino’s, 56 Davis Strait
 Seafood Sam’s, 356 Palmer Avenue
 Steve’s Pizzeria, 374 Main St.

WINE & MALT PACKAGE STORE

Holly Park Variety, 580A Route 28A
 Intergas Service Center, Inc., 607 Main Street
 Jack in the Beanstalk, 800 Gifford Street Extension
 Ocean State Job Lot, 50B Teaticket Highway
 Windfall Market, 77 Scranton Avenue

WINE, MALT, & CORDIAL INNHOLDER

Palmer House Inn, 81 Palmer Avenue

FARMER BREWERY

Bad Martha’s Brewery, 876 East Falmouth Hwy.

COMMON VICTUALLER

Bad Martha’s Brewery, 876 East Falmouth Hwy.
 Bluefins, 295 Main Street
 Cape Cod Bagel Company, 419 Palmer Avenue
 Crabapples, 533 Palmer Ave.
 D’Angelo’s, 689 Main Street
 Falmouth Country Club, 630 Carriage Shop Road

Falmouth Yacht Club, 290 Clinton Avenue
 Falmouth Persy’s Place, 40 North Main St.
 Flying Bridge Restaurant, 220 Scranton Avenue
 Golden Sails, 143-145 East Falmouth Highway
 Grumpy’s Pub, 29 Locust Street
 Mary Ellen’s Portuguese Bakery, 829 Main St.
 McDonald’s, 263 Teaticket Highway
 Moonakis Café, 460 Waquoit Highway
 New Golden Dynasty, 25 Davis Strait
 Osteria la Civetta, 133 Main Street
 Papa Gino’s, 56 Davis Strait
 Pickle Jar Kitchen, 170 Main St.
 Seafood Sam’s, 356 Palmer Avenue
 Soprano’s by the Sea, 286 Grand Avenue
 Steve’s Pizzeria, 374 Main St.
 TGC, 132 Falmouth Woods Road

INNHOLDER

Admiralty Inn, 51 Teaticket Highway
 Palmer House Inn, 81 Palmer Avenue

ENTERTAINMENT

Bad Martha’s Brewery, 876 East Falmouth Hwy
 Falmouth Yacht Club, 290 Clinton Avenue
 Flying Bridge Restaurant, 220 Scranton Avenue
 Grumpy’s Pub, 29 Locust Street
 Soprano’s by the Sea, 286 Grand Avenue

SUNDAY ENTERTAINMENT

Bad Martha’s Brewery, 876 East Falmouth Hwy.
 Falmouth Yacht Club, 290 Clinton Avenue
 Flying Bridge Restaurant, 220 Scranton Avenue
 Grumpy’s Pub, 29 Locust Street
 Soprano’s by the Sea, 286 Grand Avenue

AUTOMATIC AMUSEMENTS

D’Angelo’s, 689 Main Street
 Grumpy’s Pub, 29 Locust Street
 Papa Gino’s, 56 Davis Strait

CLASS II USED CARS

Braga Auto Sales, 227R Main Street
 Sandi’s Auto Sales, 45 Simpson Lane
 Savon Hatem, LLC, 561 Thomas Landers Road

VEHICLES FOR HIRE

Webber Livery Service, 35 Old Meeting House Rd.

9. Minutes of Meetings:
 - a. Public Session – September 23, 2019; October 21, 2019; November 4, 2019; November 12, 2019; November 13, 2019
 - b. Executive Session – October 28, 2019

10. Individual Selectmen's Reports
11. Town Manager's Report
12. Review and/or Discuss Correspondence Received

Megan English Braga, Chairman
Board of Selectmen



September 13, 2019

Town Clerk
59 Town Hall Square
Falmouth, MA 02540
Attention: Laurie Robbins



Re: Application for Amended License
Accurate Plastics
33 Technology Park Drive
Falmouth, Massachusetts
CEA File 0536-19



PAID
\$25.00

Dear Ms. Robbins:

On behalf of AC Massachusetts LLC, Corporate Environmental Advisors (CEA) respectfully submits the attached Application to amend the license to store flammables and combustibles issued for the 33 Technology Park Drive property in Falmouth, Massachusetts. The purposes of this amendment are to: (1) document the transfer of ownership of the property to AC Massachusetts LLC; (2) to document the transfer of ownership for the Accurate Plastics business from Accurate Plastics, Inc. to Accurate Composites, LLC doing business as (dba) Accurate Plastics; and (3) to document the continued storage of flammable and combustible materials at the subject property.

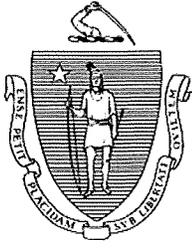
The Application includes a completed Application for Amended License (FP-002A), plot plan of the property, assessors map, copy of the License issued on January 6, 1995, and a \$25 application fee.

Should you have any questions regarding this Application I may be reached via telephone at 508.400.7944. Thank you for your assistance.

Sincerely,

Adam J. Last, P.E., LSP
Principal Engineer

ADDRESS 21 East Main Street, Suite 201
Westborough, MA 01581
TEL 508.835.8822 | 800.358.7960
FAX 508.835.8812
WEB www.cea-inc.com



FP-002A
(Rev. 1.2018)

The Commonwealth of Massachusetts

City/Town of Falmouth

Application For License

Massachusetts General Law, Chapter 148 §13

New License Amended License

GIS Coordinates

LAT.

LONG.

License Number

Application is hereby made in accordance with the provisions of Chapter 148 of the General Laws of Massachusetts for a license to store flammables, combustibles or explosives on land in buildings or structures herein described.

Location of Land: 33 Technology Park Drive, Falmouth, MA 02536, Map 15, Section 4, Parcel 27A, Lot 20
Number, Street and Assessor's Map and Parcel ID

Attach a plot plan of the property indicating the location of property lines and all buildings or structures.

Owner of Land: AC Massachusetts LLC

Address of Land Owner: 116 Flanders Road, Suite 3000, Westborough, MA 01581

Use and Occupancy of Buildings and Structures: Accurate Plastics - Plastics Manufacturing

If this is an application for amendment of an existing license, indicate date of original license and any subsequent amendments

Attach a copy of the current license

Flammable and Combustible Liquids, Flammable Gases and Solids

Complete this section for the storage of flammable and combustible liquids, solids, and gases; see 527 CMR 1.00 Table 1.12.8.50; Attach additional pages if needed. All tanks and containers are considered full for the purposes of licensing and permitting.

PRODUCT NAME	CLASS	MAXIMUM QUANTITY	UNITS gal., lbs, cubic feet	CONTAINER UST, AST, IBC, drums
Acetone	IB	5,000	pounds	Drums
Epoxy Laminating Solution	IB	45,000	pounds	ASTs
Brominated Epoxy Laminating Solution	IB	90,000	pounds	ASTs
Multifunctional Laminating Solution	IB	10,000	pounds	Drums
Phenolic Laminating Solution	IB	20,000	pounds	ASTs

Total quantity of all flammable liquids to be stored: 170,000 pounds (20,000 gallons)

Total quantity of all combustible liquids to be stored: 0 pounds

Total quantity of all flammable gases to be stored: 0 pounds

Total quantity of all flammable solids to be stored: 0 pounds

LP-gas (Complete this section for the storage of LP-gas or propane)

Indicate the maximum quantity of LP-gas to be stored and the sizes and capacities of all storage containers. (See 527 CMR 1.00 Table 1.12.8.50)

❖ Maximum quantity (in gallons) of LP-gas to be stored in aboveground containers: 96 gallons (4.2 lbs/gallon)
List sizes and capacities of all aboveground containers used for storage: Twelve cylinders (33.5 pounds each)
of propane

❖ Maximum quantity (in gallons) of LP-gas to be stored in underground containers: 0 gallons
List sizes and capacities of all underground containers used for storage: _____

Total aggregate quantity of all LP-gas to be stored: 96 gallons

Fireworks (Complete this section for the storage of fireworks)

Indicate classes of fireworks to be stored and maximum quantity of each class. (See 527 CMR 1.00 Table 1.12.8.50)

❖ Maximum amount (in pounds) of Class **1.3G**: None Type/class of magazine used for storage: _____
❖ Maximum amount (in pounds) of Class **1.4G**: None Type/class of magazine used for storage: _____
❖ Maximum amount (in pounds) of Class **1.4**: None Type/class of magazine used for storage: _____

Total aggregate quantity of all classes of fireworks to be stored: _____

Explosives (Complete this section for the storage of explosives)

Indicate classes of explosive to be stored and maximum quantity of each class. (See 527 CMR 1.00 Table 1.12.8.50)

❖ Maximum amount (in pounds) of Class **1.1**: None Number of magazines used for storage: _____
❖ Maximum amount (in pounds) of Class **1.2**: None Number of magazines used for storage: _____
❖ Maximum amount (in pounds) of Class **1.3**: None Number of magazines used for storage: _____
❖ Maximum amount (in pounds) of Class **1.4**: None Number of magazines used for storage: _____
❖ Maximum amount (in pounds) of Class **1.5**: None Number of magazines used for storage: _____
❖ Maximum amount (in pounds) of Class **1.6**: None Number of magazines used for storage: _____

I, John R. Egan, hereby attest that I am authorized to make this application. I acknowledge that the information contained herein is accurate and complete to the best of my knowledge and belief. I acknowledge that all materials stored pursuant to any license granted hereunder must be stored or kept in accordance with all applicable laws, codes, rules and regulations, including but not limited to Massachusetts Chapter 148, and the Massachusetts Fire Code (527 CMR 1.00). I further acknowledge that the storage of any material specified in any license granted hereunder may not exceed the maximum quantity specified by the license.

Signature JRE Date 9/4/19 Name John R. Egan

Fire Department Use Only

I, LT. Mcl Trott, Head of the Falmouth Fire Department endorse this application with my

Approval Disapproval

Signature of Head of the Fire Department [Signature] Date 9-25-19

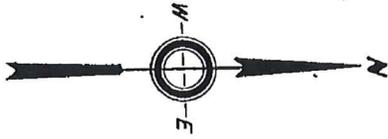
Recommendations: _____

SUBDIVISION PLAN OF LAND IN FALMOUTH

Holmes and McGrath, Inc., Surveyors

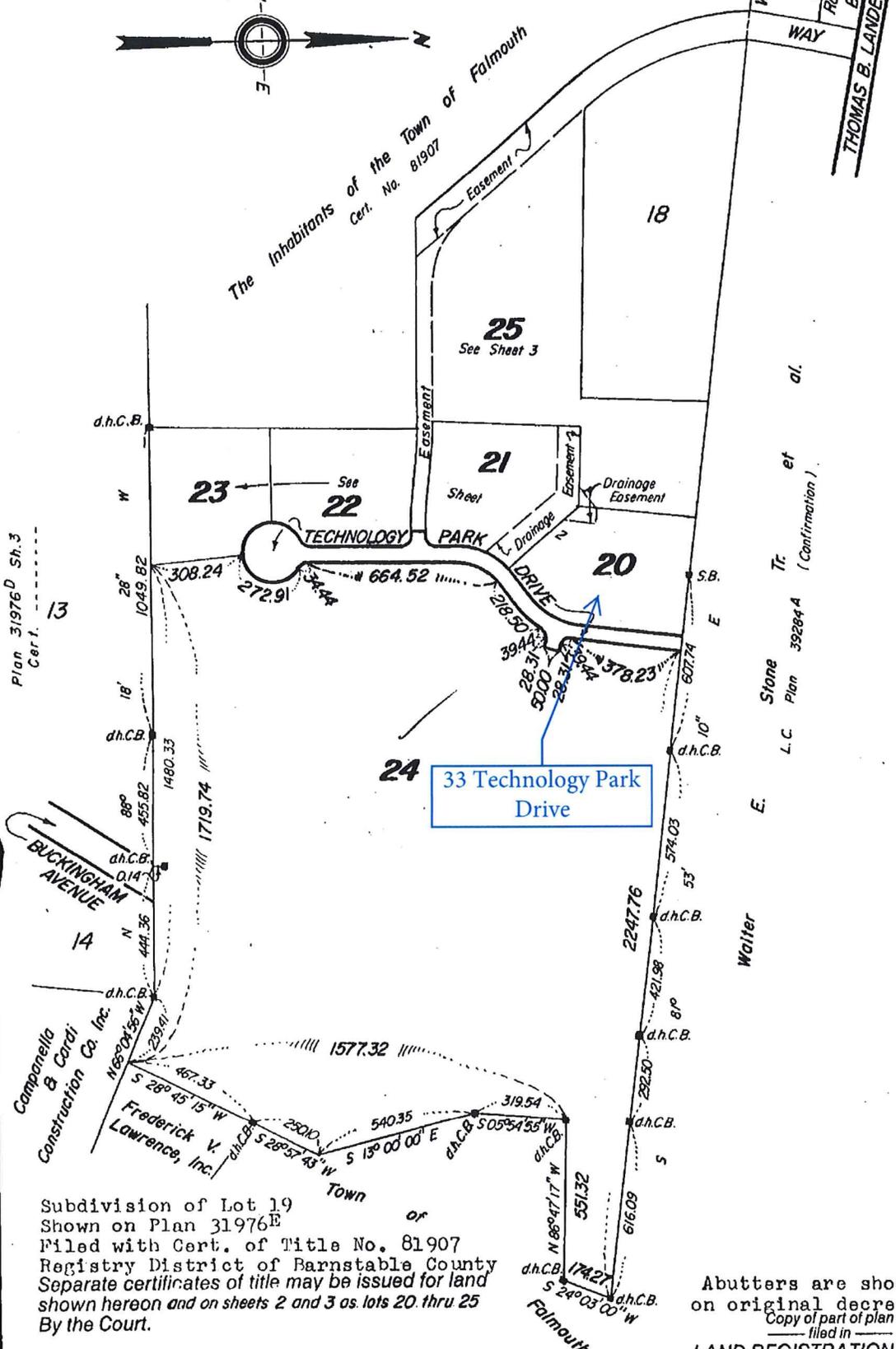
February 29, 1984

31976^F
KEY SHEET
SHEET 1 OF 3



The Inhabitants of the Town of Falmouth
Cert. No. 81907

Walter E. Stone
Tr. et al.
L.C. Plan 39284-A
(Confirmation)
Roger
Bowman et al.
THOMAS B. LANDERS RD.
WAY



Plan 31976^D Sh. 3
Cert. 13

BUCKINGHAM AVENUE

Companella & Caroti
Construction Co. Inc.
Frederick V. Lawrence, Inc.

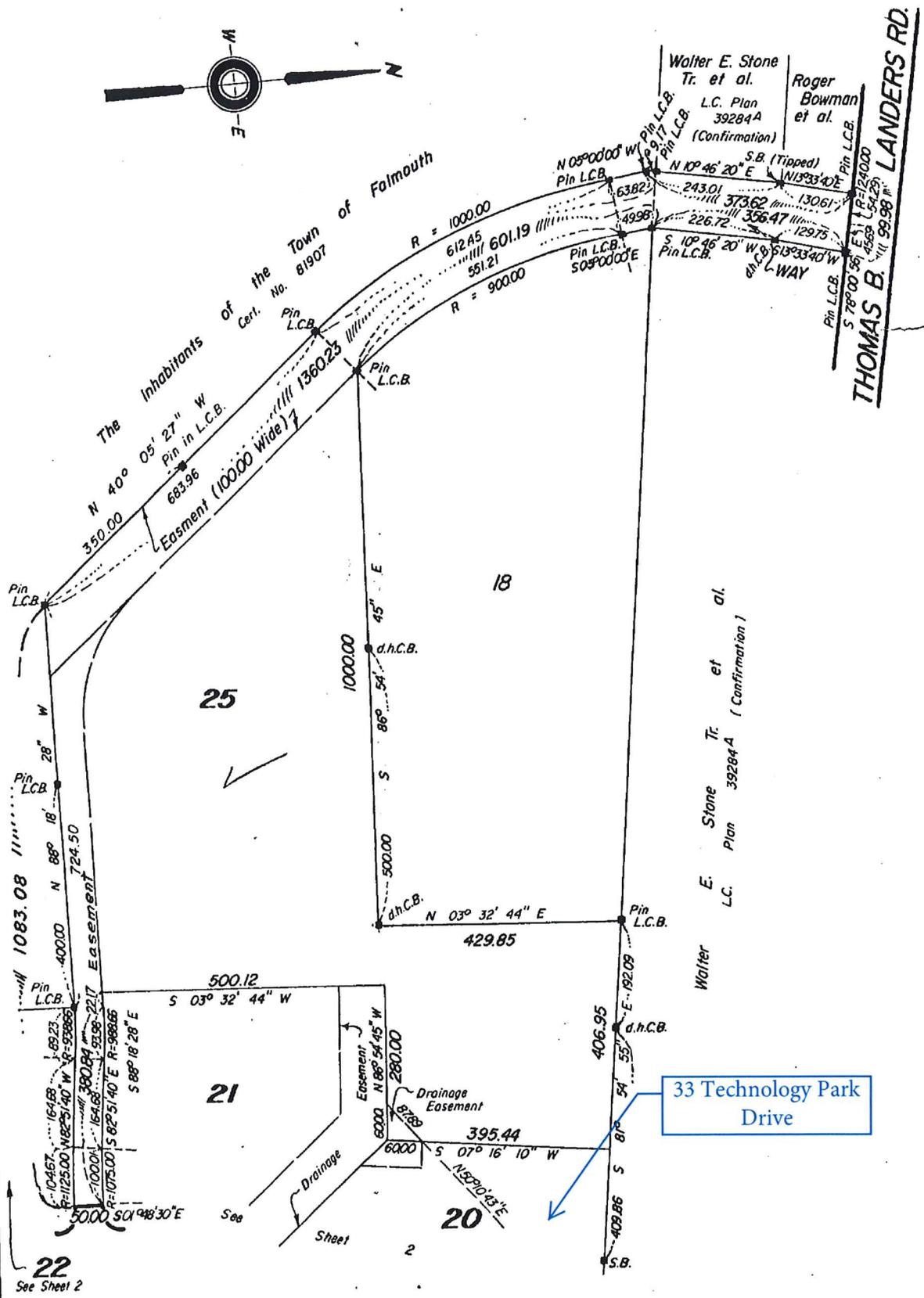
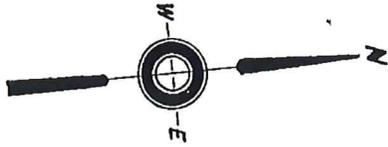
33 Technology Park Drive

Subdivision of Lot 19
Shown on Plan 31976^B
Filed with Cert. of Title No. 81907
Registry District of Barnstable County
Separate certificates of title may be issued for land
shown hereon and on sheets 2 and 3 as lots 20 thru 25
By the Court.

Abutters are shown as
on original decree plan
Copy of part of plan
filed in
LAND REGISTRATION OFFICE
MAY 4, 1984
Scale of this plan 400 feet to an inch
Louis A. Moore, Engineer for Court

MAY 4, 1984

Margaret D. Cronin
acting Recorder.



THOMAS B. LANDERS RD.

Walter E. Stone
Tr. et al.
L.C. Plan
39284A
(Confirmation)

Roger
Bowman
et al.

Walter
E. Stone
Tr. et al.
L.C. Plan
39284A
(Confirmation)

33 Technology Park
Drive

- ☰
- 🔍 Search
- 👉 Selection
- 🗺️ Maps
- 📍 Location
- 🔪 Draw
- 🔗 Share



100 ft



DEPARTMENT OF PUBLIC SAFETY—DIVISION OF FIRE PREVENTION
1010 COMMONWEALTH AVENUE, BOSTON

Falmouth Jan 6, 1995
(City or Town) (Date)

recorded
2/3/95

APPLICATION FOR LICENSE

For the lawful use of the herein described building... or other structure..., application is hereby made in accordance with the provisions of Chapter 148 of the General Laws, for a license to use the land on which such building... or other structure... is/are or is/are to be situated, and only to such extent as shown on plot plan which is filed with and made a part of this application.

Location of land 33 Technology Park Drive..... Nearest cross street Thomas Landers Rd
 Owner of land Michael DiStasi..... Address 91 White Plains Ave, Bronxville, NY 10708
 Number of buildings or other structures to which this application applies one (1)
 Occupancy or use of such buildings Accurate Plastics, Inc. - Plastics Manufacturing
 Total capacity of tanks in gallons:—Aboveground 20,000 Gallons..... Underground

Kind of fluid to be stored in tanks Liquid Resin, Class 1B, 1C, Flammable, & Class 11B Combustible

Approved—Disapproved19

Michael DiStasi
(Signature of Applicant)

Eunice Delaney
(Head of Fire Dept.)

91 White Plains Ave, Bronxville, NY 10708
(Address)

The Commonwealth of Massachusetts



DEPARTMENT OF PUBLIC SAFETY—DIVISION OF FIRE PREVENTION
1010 COMMONWEALTH AVENUE, BOSTON

Falmouth Jan. 6 1995
(City or Town) (Date)

LICENSE

In accordance with the provisions of Chapter 148 of the General Laws, a license is hereby granted to use the land herein described for the lawful use of the building... or other structure... which is/are or is/are to be situated thereon, and as described on the plot plan filed with the application for this license.

Location of land 33 Technology Pk. Dr...... Nearest cross street Thomas Landers Road
 Owner of land Michael DiStasi..... Address 91 White Plains Ave, Bronxville, NY 10708
 Number of buildings or other structures to which this license applies one (1)
 Occupancy or use of such buildings Accurate Plastics, Inc. - Plastics Manufacturing
 Total capacity of tanks in gallons:—Aboveground 20,000 gal...... Underground -0-
 Kind of fluid to be stored in tanks Liquid Resin, Class 1B, 1C, Flammable, & Class 11B Combustible
 Restrictions—If any:

Edward Marko Jr.
(Signature of licensing authority)

THIS LICENSE OR A PHOTOSTATIC OR CERTIFIED COPY THEREOF MUST BE CONSPICUOUSLY POSTED IN A PROTECTED PLACE ON THE LAND FOR WHICH IT IS GRANTED

QUITCLAIM DEED

We, Michael DiStasi and Angela M. DiStasi, of Falmouth, Barnstable County, Massachusetts,
for nominal consideration paid of less than One Hundred (\$100.00) Dollars,

grant to 33 Tech Park, LLC a Massachusetts limited liability company, having a place of
business at 75 Waterside Avenue, Falmouth, MA 02540

with QUITCLAIM COVENANTS

the land situated in Falmouth, in the County of Barnstable and Commonwealth of Massachusetts,
bounded and described as follows:

**LOT 20
PLAN 31976-F (Sheet 2)**

Said land is subject to and has the benefit of the Protective Covenants and Provisions as set forth
in Document No. 336,274.

Said land is subject to the reservation as set forth in a grant by Ann Landers Holland,
Conservator, to County Golfers Real Estate Trust, dated October 31, 1962 duly recorded in Book
1178, Page 503.

There is appurtenant to said land the right to use the way adjacent to land of Clara G. Mock as
set forth in two grants: one given by Clara G. Mock to County Golfers Real Estate Trust, dated
October 1, 1962 duly recorded in Book 1176, Page 469 and one given by Clara G. Mock to
George Harrison Bigelow et al, Trustees, dated July 14, 1963 duly recorded in Book 1227, Page
590.

Said land is subject to the rights granted in an easement given to the Commonwealth Electric
Company et al, dated February 1, 1985 being Document No. 355,124.

Grantors herein state the within property is not homestead property and further state that they
release any rights of homestead in the premises and certify that there are no other persons
entitled to claim homestead rights in the premises herein conveyed pursuant to M.G.L. Chapter
188 or otherwise.

For title, see Certificate of Title No. 116,821.

PROPERTY ADDRESS: 33 Technology Park Drive, Falmouth, MA

WITNESS our hands and seals this 7th day of May, 2018.



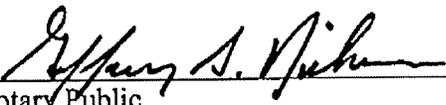
Angela M. DiStasi


Michael DiStasi

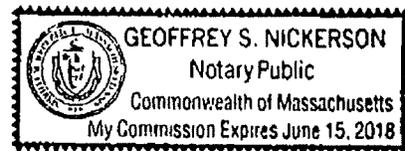
THE COMMONWEALTH OF MASSACHUSETTS

County of Barnstable

On this 7th day of May, 2018, before me, the undersigned notary public, personally appeared Michael Distasi and Angela M. DiStasi, and proved to me through satisfactory evidence of identification, being (check whichever applies) driver's license or other state or federal governmental document bearing a photographic image or my own personal knowledge of the identity of the signatories, to be the persons whose names are signed above, and acknowledged the foregoing to be signed by them voluntarily for its stated purpose.



Notary Public



BARNSTABLE REGISTRY OF DEEDS
John F. Meade, Register



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission

For Reconsideration

LICENSING AUTHORITY CERTIFICATION

Falmouth

City /Town

03109-HT-.0390

ABCC License Number

TRANSACTION TYPE (Please check all relevant transactions):

The license applicant petitions the Licensing Authorities to approve the following transactions:

- New License
- Change of Location
- Change of Class (i.e. Annual / Seasonal)
- Change Corporate Structure (i.e. Corp / LLC)
- Transfer of License
- Alteration of Licensed Premises
- Change of License Type (i.e. club / restaurant)
- Pledge of Collateral (i.e. License/Stock)
- Change of Manager
- Change Corporate Name
- Change of Category (i.e. All Alcohol/Wine, Malt)
- Management/Operating Agreement
- Change of Officers/
Directors/LLC Managers
- Change of Ownership Interest
(LLC Members/ LLP Partners,
Trustees)
- Issuance/Transfer of Stock/New Stockholder
- Change of Hours
- Other
- Change of DBA

APPLICANT INFORMATION

Name of Licensee DBA

Street Address Zip Code

Manager

Granted under Special Legislation? Yes No

If Yes, Chapter

of the Acts of (year)

Type (i.e. restaurant, package store)

Class (Annual or Seasonal)

Category (i.e. Wines and Malts / All Alcohol)

DESCRIPTION OF PREMISES Complete description of the licensed premises

LOCAL LICENSING AUTHORITY INFORMATION

Application filed with the LLA: Date Time

Advertised Yes No Date Published Publication

Abutters Notified: Yes No Date of Notice

Date APPROVED by LLA Decision of the LLA

Additional remarks or conditions (E.g. Days and hours)

For Transfers ONLY:
Seller License Number: Seller Name:

The Local Licensing Authorities By:

Alcoholic Beverages Control Commission
Ralph Sacramone
Executive Director

Number:
1-AAIENT

Fee
\$100.00

The Commonwealth of Massachusetts
Town of Falmouth

This is to certify that
Coonamessett Inn (311 Gifford Street OpCo, LLC)
John Norton, Mgr.
311 Gifford Street
Falmouth, MA 02540
is hereby granted this
Entertainment License

Innholder

To Conduct: Music & Dancing

This license is granted in accordance with the provisions of Chapter 140 of the General Laws as amended by Chapter 299 of the Acts of 1926, and amendments thereto, to conduct the amusements as herein described in connection with his regular business of innholder, common victualler, or owner, manager or controller of a café, restaurant or other eating or drinking establishment.

This license is granted as subject to the provisions of the General Laws, chapter one hundred and forty, sections twenty-two to thirty-two inclusive, and amendments thereto and shall not be valid for a location other than as herein described.

ENTERTAINMENT: MONDAYS THROUGH SATURDAYS: 11:00 A.M. - 12:30 A.M.
BUILDING MUST BE SO INSULATED THAT ALL ENTERTAINMENT, MUSICAL OR OTHERWISE, WILL NOT BE HEARD OUTSIDE THE BUILDING.

Valid from: November 18, 2019 Valid until: December 31, 2019

By order of The Falmouth Board of Selectmen

November 18, 2019

This License Must be Posted in a Conspicuous Place upon the Premises

Number:
1-AINN

Fee
\$60.00

The Commonwealth of Massachusetts
Town of Falmouth

This is to certify that
Coonamessett Inn (311 Gifford Street OpCo, LLC)
John Norton, Mgr.
311 Gifford Street
Falmouth, MA 02540
is hereby granted this
Innholder's License

and at that place only and expires on the below specified date unless sooner suspended or revoked for violation of the laws of the Commonwealth of Massachusetts respecting the licensing of innholders. This license is issued in conformity with the Chapter 140, and amendments thereto and is subject to sections twenty-two to thirty-two, inclusive, of said chapter and sections twenty-five to twenty-seven, inclusive, of Chapter 272.

Valid from: November 18, 2019

Valid until: December 31, 2019

By order of The Falmouth Board of Selectmen

November 18, 2019

This License Must be Posted in a Conspicuous Place upon the Premises



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission

For Reconsideration

LICENSING AUTHORITY CERTIFICATION

Falmouth

00199-RS-0390

City /Town

ABCC License Number

TRANSACTION TYPE (Please check all relevant transactions):

The license applicant petitions the Licensing Authorities to approve the following transactions:

- New License
- Change of Location
- Change of Class (i.e. Annual / Seasonal)
- Change Corporate Structure (i.e. Corp / LLC)
- Transfer of License
- Alteration of Licensed Premises
- Change of License Type (i.e. club / restaurant)
- Pledge of Collateral (i.e. License/Stock)
- Change of Manager
- Change Corporate Name
- Change of Category (i.e. All Alcohol/Wine, Malt)
- Management/Operating Agreement
- Change of Officers/
Directors/LLC Managers
- Change of Ownership Interest
(LLC Members/ LLP Partners,
Trustees)
- Issuance/Transfer of Stock/New Stockholder
- Change of Hours
- Other
- Change of DBA

APPLICANT INFORMATION

Name of Licensee DBA

Street Address Zip Code

Manager

Type (i.e. restaurant, package store)
Class (Annual or Seasonal)
Category (i.e. Wines and Malts / All Alcohol)

Granted under Special Legislation? Yes No
 If Yes, Chapter
 of the Acts of (year)

DESCRIPTION OF PREMISES Complete description of the licensed premises

Please update DBA name from "Stone L'oven Pizza Co." to "Simply Divine Pizza Co." The LLC is the same, unchanged

LOCAL LICENSING AUTHORITY INFORMATION

Application filed with the LLA: Date Time

Advertised Yes No Date Published Publication

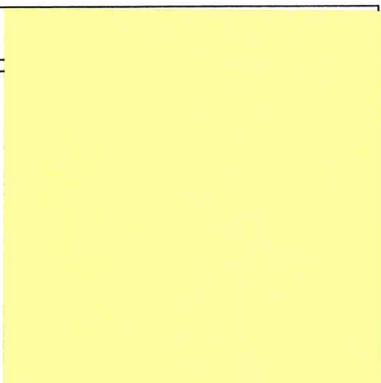
Abutters Notified: Yes No Date of Notice

Date APPROVED by LLA Decision of the LLA

Additional remarks or conditions (E.g. Days and hours)

For Transfers ONLY:
 Seller License Number: Seller Name:

The Local Licensing Authorities By:





DEVLIN LAW

SERVING MASSACHUSETTS & NEW HAMPSHIRE

PH: 617-514-2828
Fax: 617-514-2825

jdevlin@devlinlawoffices.com
mcaobot@devlinlawoffices.com
www.devlinlawoffices.com



September 19, 2019

ATTN: License Administrator
Falmouth Town Hall
59 Town Hall Square
Falmouth, MA 02540

RE: Change of Officer and Change of Beneficial Interest application for an Annual Restaurant All Alcoholic Beverages License of 99 Restaurants of Boston, LLC or 99 West, LLC d/b/a 99 Restaurant & Pub

Dear License Administrator:

I am writing on behalf of 99 Restaurants of Boston, LLC and 99 West, LLC (collectively the "Licensee"), one or both of which are licensed entities in your community owned by the same corporate structure.

Per the letter you received from the Massachusetts Alcoholic Beverages Commission (the "ABCC"), a copy of which is also enclosed the "Licensee" has been granted preliminary approval for a Change of Officer and Change of Beneficial Interest relative to all 65 of their Massachusetts locations using the "inverted approval process".

Relative to the Officer Change, Kurt Schnaubelt is being named an LLC manager and the Chief Financial Officer, and W. Craig Barber is being named an LLC manager and the Chief Executive Officer of the Licensed Entities. Brent Bickett, Timothy Janszen and Greg Hayes are being removed as LLC Managers.

Relative to the Change in Beneficial Interest, as a result of a reorganization, Fidelity National Financial Ventures, LLC ("FNV"), a publicly traded company which owned 55% of the 99 Restaurants, created a new publicly traded company with the exact same stockholders, Cannae Holdings, Inc. ("CNNE"), and transferred all of its ownership in the 99 Restaurants to CNNE. The other previously approved stockholders also transferred a share of their stock to the new publicly traded company, so that CNNE now owns 88.5% of the 99 Restaurants, and the remaining owners hold a smaller ownership percentage, all as shown in the structure chart included in the application.

MAILING ADDRESS:

Devlin Law Offices, PLLC
171 High Street
Newburyport, MA 01950

Clients/99-Cannae restructure/Letter municipalities

112 Water St., Ste 201
Boston, MA 02109

Due to the size of the transaction, the ABCC has reviewed and investigated the applications and found that the transaction is in compliance with M.G.L. Chapter 138. Per the letter sent by the ABCC, you will not be required to send back any other forms, documents or information in connection with the application other than the LLA Form. **If you have any questions, you can call Investigator Jack Carey at 617-727-3065, ext. 736.**

Enclosed please find the following documents relative to the transaction for your records:

100. Letter from Ralph Sacramone, Executive Director of the Alcohol Beverage Control Commission (the "ABCC").
101. Monetary Transmittal Form.
102. Retail alcoholic beverages application – change of beneficial interest.
103. Proof of US Citizenship for new officers.
104. CORI Request Forms for new officers.
105. Certificate of Authorization.
106. Exhibits.
107. Sales agreements for the two transactions.
108. Source of funds.

We would appreciate you putting this on your next available meeting schedule. We will call shortly hereafter to follow-up and see if you need us to attend the meeting, though we are anticipating from past experiences that many communities will not require it.

We look forward to speaking and working with you again. If you should have any questions with regards to this application, please feel free to call Mariel Cabot at extension 102.

Very truly yours,

Joseph H. Devlin

JHD/mrc
Enclosures



*Commonwealth of Massachusetts
Department of the State Treasurer
Alcoholic Beverages Control Commission
239 Causeway Street
Boston, MA 02114
Telephone 617-727-3040
Facsimile: 617-727-1510*

Jean M. Lorizio, Esq.
Chairman

October 11, 2019

LOCAL BOARDS

Andover; Auburn; Barnstable; Billerica; Boston; Braintree; Bridgewater; Chicopee; Concord; Easton; Fairhaven; Falmouth; Foxboro; Framingham; Franklin; Greenfield; Haverhill; Hingham; Holyoke; Lowell; Lynnfield; Marlborough; North Andover; North Dartmouth; Pembroke; Pittsfield; Plymouth; Quincy; Rockland; Somerville; Springfield; Stoneham; Tewksbury; West Springfield; Westfield; Westford; Wilmington; Woburn; and Worcester.

The Alcoholic Beverages Control Commission ("Commission") has received an application from 99 Restaurant of Boston LLC for a Change of Officers/Directors and Change of Ownership Interest in the above-noted cities and towns. Relative to the Officer Change, Kurt Schnaubelt is being named an LLC manager and the Chief Executive Officer of the Licensed Entities. Brent Brent Bickett, Timothy Janszen and Greg Hayes are being removed as LLC Managers. Relative to the Change in Ownership Interest, there has been a transfer of stock at an upper-tier level that has resulted in a publicly traded company owning 88.5%, and a redistribution of the remaining ownership percentages among the other previously approved ownership entities, as detailed in a structure chart contained in the application.

Due to the magnitude of these transactions, the Commission has received the information and documents provided by the licensee. The review was to determine whether the contemplated transaction is consistent with the provisions of M.G.L. c. 138. Based upon our review, we are satisfied that the transaction is consistent with the purposes of the law and would not result in the individual corporate licenses being deemed to be out of compliance with the applicable statute. Accordingly, this letter sets forth our recommended procedure for the processing of these applications.

Arrangements have been made for the Corporation to pay all of the \$200 application fees directly to the Commission. Therefore, no fee needs to be collected by the Local Board(s).

The Commission has reviewed and accepted copies of the following documents and instruments:

- 1) Change of Officers/Directors and Change of Ownership Interest

- 2) CORI Request Form
- 3) Vote of the Board of Directors
- 4) Certificate of change of the LLC

Where there will be no change of existing managers, the Commission will not require that a Manager Form be completed, nor will the Commission require background information on the managers as such information should already be on file.

The applicant will contact you directly for processing the application. Please forward to the Commission the Local Licensing Authority Record. The Commission will require no other forms, documents or information in connection with these applications.

Should you or your town counsel/city solicitor have any questions or require information or assistance, please contact Investigator Jack Carey at (617) 727-3040, extension 736.

Sincerely,



Ralph Sacramone
Executive Director

cc: Ted Mahony, Chief Investigator
Ryan Melville, Licensing Coordinator
Joseph H. Devlin, Esq.



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission

For Reconsideration

LICENSING AUTHORITY CERTIFICATION

Falmouth

City/Town

00115-RS-0390

ABCC License Number

TRANSACTION TYPE (Please check all relevant transactions):

The license applicant petitions the Licensing Authorities to approve the following transactions:

- New License
- Change of Location
- Change of Class (i.e. Annual / Seasonal)
- Change Corporate Structure (i.e. Corp / LLC)
- Transfer of License
- Alteration of Licensed Premises
- Change of License Type (i.e. club / restaurant)
- Pledge of Collateral (i.e. License/Stock)
- Change of Manager
- Change Corporate Name
- Change of Category (i.e. All Alcohol/Wine, Malt)
- Management/Operating Agreement
- Change of Officers/
Directors/LLC Managers
- Change of Ownership Interest
(LLC Members/ LLP Partners,
Trustees)
- Issuance/Transfer of Stock/New Stockholder
- Change of Hours
- Other
- Change of DBA

APPLICANT INFORMATION

Name of Licensee DBA

Street Address Zip Code

Manager

Granted under Special Legislation? Yes No

If Yes, Chapter
of the Acts of (year)

Type (i.e. restaurant, package store) Class (Annual or Seasonal) Category (i.e. Wines and Malts / All Alcohol)

DESCRIPTION OF PREMISES Complete description of the licensed premises

LOCAL LICENSING AUTHORITY INFORMATION

Application filed with the LLA: Date Time

Advertised Yes No Date Published Publication

Abutters Notified: Yes No Date of Notice

Date APPROVED by LLA Decision of the LLA

Additional remarks or conditions (E.g. Days and hours)

For Transfers ONLY:
Seller License Number: Seller Name:

The Local Licensing Authorities By:

Alcoholic Beverages Control Commission
Ralph Sacramone
Executive Director

2019

License Alcoholic Beverages

19-14-AA

Fee:

25

The Licensing Board of
The Town of Falmouth
Massachusetts
Hereby Grants a

Special License For The Sale Of All Alcoholic Beverages

License to Expose, Keep for Sale, and to Sell
All Kinds of Alcoholic Beverages

To Be Drunk On the Premises

To Falmouth Theatre Guild
Brian J. Buczkowski, Director-at-Large

Highfield Theater
58 Highfield Drive, Falmouth, MA 02540

On the following described premises:

Highfield Theater, 58 Highfield Drive, Falmouth, MA 02540

THE ABOVE NAMED NON-PROFIT ORGANIZATION IS HEREBY GRANTED A
SPECIAL LICENSE FOR THE SALE OF ALL ALCOHOLIC BEVERAGES, TO BE DRUNK
ON THE PREMISES UNDER CHAPTER 138, SECTION 14, OF THE LIQUOR CONTROL

This license is valid from the 14th day of December 2019 until the 14th day of
December 2019, unless earlier suspended, cancelled or revoked.

The hours during which Alcoholic Beverages may be sold are from:

Saturday 6:30 - 9:00 pm

Conditions: 1. Certificate of liquor liability insurance required. 2. Servers must be TIPS certified. 3. Apply
for temporary food permit with Health Department. 4. Rope or fence off area where alcohol will be sold and
consumed.

IN TESTIMONY WHEREOF, the undersigned have hereunto affixed their
official signatures this 18th day of November 2019

Licensing Board

THIS LICENSE SHALL BE DISPLAYED ON THE PREMISES IN A
CONSPICUOUS POSITION WHERE IT CAN EASILY BE READ

five

Phyllis Downey

From: Timothy Smith
Sent: Monday, November 4, 2019 10:08 AM
To: Phyllis Downey
Subject: FW: Falmouth Theatre Guild One-Day License application December 2019

Good morning Phyllis,
As you can, Fire Prevention is all set with this application.
Tim

From: Boyd Demello <boyd.demello@falmouthfirema.gov>
Sent: Monday, November 4, 2019 8:39 AM
To: Timothy Smith <timothy.smith@falmouthfirema.gov>; Mel Trott <mel.trott@falmouthfirema.gov>
Subject: RE: Falmouth Theatre Guild One-Day License application December 2019

No issues with FP

From: Timothy Smith
Sent: Thursday, October 31, 2019 4:47 PM
To: Mel Trott <mel.trott@falmouthfirema.gov>; Boyd Demello <boyd.demello@falmouthfirema.gov>
Subject: Fwd: Falmouth Theatre Guild One-Day License application December 2019

For review...

Timothy Smith, Deputy Fire Chief
Falmouth Fire Rescue Department
Work: (508) 495-2514
Cell: (508) 274-6410

From: Phyllis Downey <phyllis.downey@falmouthma.gov>
Sent: Thursday, October 31, 2019 2:09:17 PM
To: Brian Reid <brian.reid@falmouthpolicema.gov>; Sean Doyle <sean.doyle@falmouthpolicema.gov>; Patty O'Connell <patricia.oconnell@falmouthma.gov>; Peter McConarty <peter.mcconarty@falmouthma.gov>; Rod Palmer <rod.palmer@falmouthma.gov>; Scott McGann <scott.mcgann@falmouthma.gov>; Thomas Bott <thomas.bott@falmouthma.gov>; Timothy Smith <timothy.smith@falmouthfirema.gov>
Cc: Linda Kinchla <linda.kinchla@falmouthma.gov>; Melinda Rebelo <melinda.rebelo@falmouthpolicema.gov>; Pamela Marshall <pamela.marshall@falmouthma.gov>
Subject: Falmouth Theatre Guild One-Day License application December 2019

Good afternoon,

License Alcoholic Beverages

The Licensing Board of
The Town of Falmouth
Massachusetts
Hereby Grants a

Special License for the Sale of Wine for an Agricultural Event

License to Expose, Keep for Sale, and to Sell
Wine Beverages

Not To Be Drunk On the Premises

To Coastal Vineyards

Mahoney's Garden Center

958 East Falmouth Highway, East Falmouth, MA 02536

On the following described premises:

Mahoney's Garden Center, 958 E. Falmouth Hwy., E, Falmouth

THE ABOVE NAMED ORGANIZATION IS HEREBY GRANTED A SPECIAL LICENSE FOR THE SALE OF WINE BEVERAGES ONLY.

This license is valid from the 21st day of November 2019 until the 21st day of November 2019, unless earlier suspended, cancelled or revoked.

The hours during which Alcoholic Beverages may be sold are from:

Hours: 3:00 p.m. - 8:00 p.m. on Thursday, November 21, 2019. Ladies' Night/Holiday Open House.

CONDITIONS:

1. EACH INDIVIDUAL IS LIMITED TO FIVE (5) HALF-OUNCE (0.5 OZ.) SAMPLES PER DAY. SAMPLES NOT TO LEAVE BOOTH.
2. PROOF OF LIQUOR LIABILITY INSURANCE REQUIRED SHOWING A MINIMUM OF \$500,000 LIQUOR LIABILITY INSURANCE NAMING THE TOWN OF FALMOUTH AS THE INSURED PARTY

IN TESTIMONY WHEREOF, the undersigned have hereunto affixed their official signatures this 18th day of November 2019

Licensing Board

THIS LICENSE SHALL BE DISPLAYED ON THE PREMISES IN A CONSPICUOUS POSITION
WHERE IT CAN BE EASILY READ. NON-TRANSFERABLE

Diane Davidson

From: Brian Reid
Sent: Friday, November 08, 2019 3:38 PM
To: Diane Davidson; Sean Doyle
Subject: RE: Agricultural One-Day Liquor Licenses - Mahoney's Ladies Night

Hello Diane,
This Department has no objection to the applications.
Thank you,

Captain Brian L. Reid
Operations Division
Falmouth Police Department
750 Main Street
Falmouth, MA 02540
Office 774-255-4527 Ext. 4502
Fax 508-457-2566
brian.reid@falmouthpolicema.gov

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From: Diane Davidson
Sent: Friday, November 8, 2019 3:29 PM
To: Brian Reid <brian.reid@falmouthpolicema.gov>; Sean Doyle <sean.doyle@falmouthpolicema.gov>
Subject: Agricultural One-Day Liquor Licenses - Mahoney's Ladies Night

Capt. Reid,
Lt. Doyle,

Attached please find two applications (Cape Cod Winery and Coastal Vineyards) for agricultural one-day liquor licenses for the Mahoney's Garden Center Ladies Night Holiday Open House on Thursday, November 21, 2019 from 3:00 p.m. to 8:00 p.m. for your review. Please provide your recommendations by Thursday, November 14.

Thank you,

Diane

Diane S. Davidson
Office Manager/Licensing
Office of the Town Manager and Selectmen
Town of Falmouth
59 Town Hall Square
Falmouth, MA 02540
diane.davidson@falmouthma.gov
(508) 495-7321

THE COMMONWEALTH OF MASSACHUSETTS

EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS



Department of Agricultural Resources

251 Causeway Street, Suite 500, Boston, MA 02114
617-626-1700 fax: 617-626-1850 www.mass.gov/agr



CHARLES D. BAKER
Governor

KARYN E. POLITO
Lt. Governor

KATHLEEN A. THEOHARIDES
Secretary

JOHN LEBEAUX
Commissioner

November 6, 2019

David Neilson
Coastal Vineyards
61 Pardon Hill Rd.
South Dartmouth, MA 02748

Re: Mahoney's Holiday Open House and Market--Falmouth

Dear David Neilson:

Please be advised that your application for certification of the Mahoney's Holiday Open House and Market in Falmouth, on Thursday, November 21, 2019 from 3:00pm to 8:00pm, as an agricultural event pursuant to M.G.L. c. 138, Section 15F has been approved.

Please remember that, upon certification of an agricultural event by MDAR, the farm-winery must submit a copy of the approved application to the local licensing authority along with the application for obtaining a special license from the city or town in which the event will be held. Upon issuance of a special license, the winery should confirm that a copy of the special license was sent by the local licensing authority to the Alcoholic Beverages Control Commission (ABCC) at least seven (7) days prior to the event.

Sincerely,

A handwritten signature in black ink, appearing to read "John Lebeaux".

John Lebeaux, Commissioner

License Alcoholic Beverages

The Licensing Board of
The Town of Falmouth
Massachusetts
Hereby Grants a

Special License for the Sale of Wine for an Agricultural Event

License to Expose, Keep for Sale, and to Sell
Wine Beverages

Not To Be Drunk On the Premises

To Cape Cod Winery, Inc.
Erika Orlandella, Manager

Falmouth Farmers Market
Marina Park, Scranton Ave., Falmouth, MA 02540

On the following described premises:

Mahoney's Garden Center, 958 E. Falmouth Hwy., E. Falmouth

THE ABOVE NAMED ORGANIZATION IS HEREBY GRANTED A SPECIAL LICENSE FOR THE SALE OF WINE BEVERAGES ONLY.

This license is valid from the 21st day of November 2019 until the 21st day of November 2019, unless earlier suspended, cancelled or revoked.

The hours during which Alcoholic Beverages may be sold are from:

Hours: 3:00 p.m. to 8:00 p.m. on Thursday, November 21, 2019. Ladies' Night/Holiday Open House.

CONDITIONS:

1. EACH INDIVIDUAL IS LIMITED TO FIVE (5) HALF-OUNCE (0.5 OZ.) SAMPLES PER DAY. SAMPLES NOT TO LEAVE BOOTH.
2. PROOF OF LIQUOR LIABILITY INSURANCE REQUIRED SHOWING A MINIMUM OF \$500,000 LIQUOR LIABILITY INSURANCE NAMING THE TOWN OF FALMOUTH AS THE INSURED PARTY

IN TESTIMONY WHEREOF, the undersigned have hereunto affixed their official signatures this 18th day of November 2019

Licensing Board

THIS LICENSE SHALL BE DISPLAYED ON THE PREMISES IN A CONSPICUOUS POSITION
WHERE IT CAN BE EASILY READ. NON-TRANSFERABLE

Diane Davidson

From: Brian Reid
Sent: Friday, November 08, 2019 3:38 PM
To: Diane Davidson; Sean Doyle
Subject: RE: Agricultural One-Day Liquor Licenses - Mahoney's Ladies Night

Hello Diane,
This Department has no objection to the applications.
Thank you,

Captain Brian L. Reid
Operations Division
Falmouth Police Department
750 Main Street
Falmouth, MA 02540
Office 774-255-4527 Ext. 4502
Fax 508-457-2566
brian.reid@falmouthpolicema.gov

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From: Diane Davidson
Sent: Friday, November 8, 2019 3:29 PM
To: Brian Reid <brian.reid@falmouthpolicema.gov>; Sean Doyle <sean.doyle@falmouthpolicema.gov>
Subject: Agricultural One-Day Liquor Licenses - Mahoney's Ladies Night

Capt. Reid,
Lt. Doyle,

Attached please find two applications (Cape Cod Winery and Coastal Vineyards) for agricultural one-day liquor licenses for the Mahoney's Garden Center Ladies Night Holiday Open House on Thursday, November 21, 2019 from 3:00 p.m. to 8:00 p.m. for your review. Please provide your recommendations by Thursday, November 14.

Thank you,

Diane

Diane S. Davidson
Office Manager/Licensing
Office of the Town Manager and Selectmen
Town of Falmouth
59 Town Hall Square
Falmouth, MA 02540
diane.davidson@falmouthma.gov
(508) 495-7321

THE COMMONWEALTH OF MASSACHUSETTS

EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS



Department of Agricultural Resources

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CHARLES D. BAKER
Governor

KARYN E. POLITO
Lt. Governor

KATHLEEN A. THEOHARIDES
Secretary

JOHN LEBEAUX
Commissioner

November 6, 2019

Erika Orlandella
Cape Cod Winery
4 Oxbow Rd.
East Falmouth, MA 02536

Re: Mahoney's Holiday Open House- Falmouth

Dear Erika Orlandella:

Please be advised that your application for certification of the Mahoney's Holiday Open House- Falmouth on Thursday, November 21, 2019 from 3:00pm to 8:00pm, as an agricultural event pursuant to M.G.L. c. 138, Section 15F has been approved.

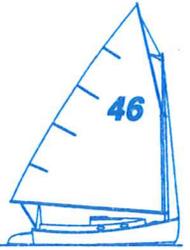
Please remember that, upon certification of an agricultural event by MDAR, the farm-winery must submit a copy of the approved application to the local licensing authority along with the application for obtaining a special license from the city or town in which the event will be held. Upon issuance of a special license, the winery should confirm that a copy of the special license was sent by the local licensing authority to the Alcoholic Beverages Control Commission (ABCC) at least seven (7) days prior to the event.

Sincerely,

A handwritten signature in black ink, appearing to read "John Lebeaux".

John Lebeaux, Commissioner

Landfall Restaurant



Box 107, Woods Hole Harbor, Cape Cod, Massachusetts 02543

Falmouth Selectmen
Town Hall Square
Falmouth, Ma 02540

November 1, 2019

Dear Falmouth Selectmen,

The Landfall Restaurant would like to apply for an extension of our 2019 Liquor license. We would ask that the extension be for December 1st 2019 to January 2nd 2020. Thank you for your attention in this matter.

Sincerely,

A handwritten signature in blue ink that reads "Donald & Jim".

Donald and James Estes



The Selectmen vote to be included in the agenda can read as follows:

“Vote to Accept Donation from The 300 Committee in the amount of \$295,000 for the Coonamessett Greenway Heritage Trail Project with the understanding that any surplus funds not required to complete the project will be returned to the 300 Committee.”

Diane Davidson

From: Peter Johnson Staub
Sent: Thursday, November 07, 2019 7:44 PM
To: jwhritenour 300committee.org
Cc: egladfelter; Julian Suso; Diane Davidson; Jennifer Mullen
Subject: Re: Coonamessett Greenway Heritage Trail Trailhead

Thank you Jessica. We will include your message in the Selectmen packet and include in the vote this understanding of returning surplus funds.

Peter Johnson-Staub
Assistant Town manager
Town of Falmouth
Office: 508-495-7320

On Nov 7, 2019, at 5:00 PM, jwhritenour [300committee.org](mailto:jwhritenour@300committee.org) <jwhritenour@300committee.org> wrote:

Thank you, Peter.

I am looking forward to meeting with the Selectmen on November 18 to present the donation from The 300 Committee as outlined below.

The 300 Committee Land Trust Board of Directors has approved a donation of \$295,000 to the Town of Falmouth, of which \$290,000 is for purpose of the Coonamessett Greenway accessible river loop trail and trailhead parking, and \$5,000 is for educational signage. This donation is provided with the understanding that any balance of funds not required for completion of this project will be returned to the 300 Committee after the project is completed.

Please let me know if any additional information is required before November 18.

Best regards,
Jessica

Jessica K. Whritenour, AICP
Executive Director
The 300 Committee Land Trust
157 Locust Street
Falmouth, MA 02540
p: 508-540-0876
f: 508-457-6406
e: jwhritenour@300committee.org

From: Peter Johnson Staub <peter.johnson-staub@falmouthma.gov>
Sent: Tuesday, November 5, 2019 3:31 PM
To: jwhritenour [300committee.org](mailto:jwhritenour@300committee.org) <jwhritenour@300committee.org>
Cc: egladfelter <egladfelter@who.edu>; Julian Suso <julian.suso@falmouthma.gov>; Diane Davidson <diane.davidson@falmouthma.gov>; Jennifer Mullen <jennifer.mullen@falmouthma.gov>
Subject: RE: Coonamessett Greenway Heritage Trail Trailhead

Hi Jessica,

I just spoke with Jen regarding your question about how to handle a circumstance where bids/costs come in below budget and the amount donated by the 300 Committee is more than what is needed for the parking lot and trail. Jen suggested we can handle that in the motion voted by the Board. If it's not too much trouble, please send us a "new" email message or letter that we can include in the packet that describes the purpose of the donation as you've already outlined below and also notes the understanding that any balance of funds not required for completion of this project will be returned to the 300 Committee after the project is completed.

The Selectmen vote to be included in the agenda can read as follows:

"Vote to Accept Donation from The 300 Committee in the amount of \$295,000 for the Coonamessett Greenway Heritage Trail Project with the understanding that any surplus funds not required to complete the project will be returned to the 300 Committee."

Thank you,
Peter

Peter Johnson-Staub
Assistant Town Manager
Town of Falmouth, MA
P: 508-495-7320

<http://www.falmouthmass.us>

Kindly Remember that under MA General Laws most email correspondence to, or from, a municipal employee or committee member is deemed a public record.

From: jwhritenour 300committee.org [mailto:jwhritenour@300committee.org]
Sent: Tuesday, October 22, 2019 11:26 AM
To: Peter Johnson Staub <peter.johnson-staub@falmouthma.gov>
Cc: egladfelter <egladfelter@who.edu>; Jennifer McKay <jennifer.mckay@falmouthma.gov>; Julian Suso <julian.suso@falmouthma.gov>; Megan English Braga <megan.english-braga@falmouthma.gov>; Diane Davidson <diane.davidson@falmouthma.gov>
Subject: RE: Coonamessett Greenway Heritage Trail Trailhead

Thank you, Peter.

I just talked with Betsy. November 18th sounds fine. Betsy is touching base with the team from Stimson Associates to confirm their schedule.

Best,
Jessica

Jessica K. Whritenour, AICP
Executive Director
The 300 Committee Land Trust
157 Locust Street
Falmouth, MA 02540

p: 508-540-0876
f: 508-457-6406
e: jwhritenour@300committee.org

From: Peter Johnson Staub <peter.johnson-staub@falmouthma.gov>
Sent: Monday, October 21, 2019 10:14 AM
To: jwhritenour [300committee.org](mailto:jwhritenour@300committee.org) <jwhritenour@300committee.org>
Cc: egladfelter <egladfelter@who.edu>; Jennifer McKay <jennifer.mckay@falmouthma.gov>; Julian Suso <julian.suso@falmouthma.gov>; Megan English Braga <megan.english-braga@falmouthma.gov>; Diane Davidson <diane.davidson@falmouthma.gov>
Subject: RE: Coonamessett Greenway Heritage Trail Trailhead

Hi Jessica,

Congratulations to you and the 300 Committee for reaching your fundraising goal! I've looped in Megan and corrected Julian's email address so we can get back to you with a date to present the donation to the Board of Selectmen. The October 28th agenda is pretty lengthy at this point and there is no meeting November 4th due to the election, or November 11th due to Veteran's Day and Town Meeting. Would it be a problem if we deferred this to November 18th?

Peter

Peter Johnson-Staub
Assistant Town Manager
Town of Falmouth, MA
P: 508-495-7320

<http://www.falmouthmass.us>

Kindly Remember that under MA General Laws most email correspondence to, or from, a municipal employee or committee member is deemed a public record.

From: jwhritenour [300committee.org](mailto:jwhritenour@300committee.org) [<mailto:jwhritenour@300committee.org>]
Sent: Wednesday, October 16, 2019 1:43 PM
To: Peter Johnson Staub <peter.johnson-staub@falmouthma.gov>; jsuso@falmouthma.gov
Cc: jmckay@falmouthma.gov; egladfelter <egladfelter@who.edu>
Subject: Coonamessett Greenway Heritage Trail Trailhead

Peter and Julian,

As you know, The 300 Committee has been coordinating with Betsy Gladfelter and the Conservation Commission in order to provide support for the Town's Coonamessett Greenway Heritage Trail (CGHT) project. When Anne-Marie Runfola (T3C President) and I met with you in April 2019, we shared that T3C set a private fundraising goal of \$295,000 to support the accessible river loop trail, interpretive signage, and additional CGHT Trailhead project needs. The goal of \$295,000 included a \$100,000 matching challenge. We are pleased to share that the Falmouth community rose to this challenge and we met the \$295,000 goal this summer.

As we understand it, the project team (including Stimson Associates) will be appearing before the Conservation Commission in the weeks ahead to present the plans for the next phase of the CGHT Trailhead project. Betsy mentioned that she'd like the project team to share an update with the Board of

Selectmen as well. We think it would also be an appropriate time for The 300 Committee to present the \$295,000 donation to the Board of Selectmen. Betsy or I will be in touch soon to schedule that with you for the BOS agenda.

For now, I wanted you to be aware of our progress and our plans for next steps before the project goes out to bid.

Thank you,
Jessica

Jessica K. Whritenour, AICP
Executive Director
The 300 Committee Land Trust
157 Locust Street
Falmouth, MA 02540
p: 508-540-0876
f: 508-457-6406
e: jwhritenour@300committee.org

TOWN OF FALMOUTH
SCHEDULE OF DEPARTMENTAL PAYMENTS TO THE TREASURER

Dept: Beach

Date: 10/28/19

FROM	SOURCE	AMOUNT
STICKERS	01-632-4230	
GATE (BEACHES)	01-632-4231	
SWIM LESSONS	01-632-4238	
CONCESSION	01-632-4360	
DONATIONS	28-632-5655-4830	3,000.00

\ TOTAL \$

The above is a list of monies collected by me in the aggregate of Three Thousand dollars for the period ending Oct. 28, 2019 which I have paid to the Treasurer whose receipt I hold thereof.


for Beach Dept

Received from the Beach Dept, the sum of Three Thousand Dollars for the period ending Oct. 28, 2019 for collections as per schedule of this date, filed in my office.

Town Treasurer

Falmouth Road Race, Inc.

P.O. Box 732
Falmouth, MA 02540

THE COOPERATIVE BANK OF CAPE COD



53-7164/2113

10/9/2019

PAY TO THE ORDER OF Town of Falmouth

\$ **3,000.00**

Three Thousand and 00/100***** DOLLARS

Town of Falmouth
59 Town Hall Square
Falmouth, MA 02540

\$2500 & Over Two Signatures Required-Expires After 180 Days



[Signature]
[Signature]
AUTHORIZED SIGNATURE

MEMO

2019 Grant for The Falmouth Beach Committee

Falmouth Road Race, Inc.

3750

Town of Falmouth

Date Type Reference
8/7/2019 Bill 2019 Grant

Original Amt.
3,000.00

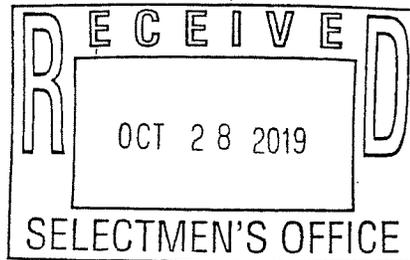
Balance Due
3,000.00

10/9/2019

Discount

Check Amount

Payment
3,000.00
3,000.00



CBCC - Checking

2019 Grant for The Falmouth Beach Committee

3,000.00

Security features. Details on back.

Frank Duffy

From: Frank Duffy
Sent: Friday, November 1, 2019 2:15 PM
To: Peter Johnson Staub; Carla Feroni; Noreen Stockman
Cc: Irie Mullin; Barbara Rymsha; Kimberly Fish (kimberly.fish@falmouthma.gov)
Subject: RE: Brick Kiln Place documents

Peter: I have the Monitoring Agreement for Brick Kiln Place. It is a three party agreement: Northstar Place, LLC (the developer), the Town of Falmouth and the Falmouth Housing Authority. I will approve the Monitoring Agreement as to form and return it to the Town Manager's office.

The town does have a function in the Monitoring Agreement. In the event of a default or violation of the Monitoring Agreement by the developer, the Town through its zoning enforcement officer may be required to undertake enforcement action. The FHA submits an annual Compliance Report to the zoning enforcement officer which documents violations, indicates the extent of noncompliance, describes remedial efforts and recommends enforcement action by the town if necessary. In all likelihood the town will bear the burden of enforcement action. The FHA has the right to take enforcement action with the prior approval of the town, but it is unlikely the FHA would undertake enforcement action without financial compensation by the town. There is a provision that the developer will indemnify the town or the FHA for the cost of enforcement action, including legal fees, but enforcement action usually follows the developer's financial difficulty and may not be of any value.

Frank K. Duffy, Town Counsel
Town of Falmouth
157 Locust Street
Falmouth, MA 02540
(508) 548-8800 fax (508) 540-0881

CONFIDENTIALITY NOTICE: This communication and any accompanying document(s) are confidential and privileged. They are intended for the sole use of the addressee. If you receive this transmission in error, you are advised that any disclosure, copying, distribution, or the taking of any action in reliance upon the communication is strictly prohibited. Moreover, any such inadvertent disclosure shall not compromise or waive the attorney-client privilege as to this communication or otherwise. If you are not the intended recipient and have received this communication in error, please contact the sender immediately and delete the original message. Thank you.

From: Peter Johnson Staub
Sent: Thursday, October 31, 2019 4:13 PM
To: Carla Feroni; Frank Duffy; Noreen Stockman
Cc: Irie Mullin; Barbara Rymsha
Subject: RE: Brick Kiln Place documents

Great, we are confirmed for 10am. Let's plan to meet in the CPC meeting room.

Barbara – My 8:30am meeting in the CPC meeting room on Friday, Nov 1st will be done by 10am. Please let us all know if the room is available for a Brick Kiln housing meeting from 10am – 11am.



115 Scranton Avenue
Falmouth, MA 02540
Tel: (508) 548-1977
Fax: (508) 457-7573
www.falmouthhousing.org

September 24, 2019

Nick Mirrione
Mirrione Realty, LLC
354 West Street, Unit #4
West Bridgewater, MA 02379

Re: Northstar Place, LLC Monitoring Project located at 123 Brick Kiln Road, E. Falmouth
20 Units [Sixteen (16) - Two bedroom units; Four (4) - Three bedroom units]

Thank you for agreeing to work with the Falmouth Housing Authority as the selected Monitoring Agent for your upcoming project as described above.

In accordance with the Monitoring Agreement provided to your agency, the Falmouth Housing Authority agrees, in its role as your Monitoring Agent for 123 Brick Kiln, Falmouth, to ensure through initial (new move-in) and annual reviews that an eligible household is a family whose annual income does not exceed eighty (80%) of the Area median income (defined as the Barnstable Metropolitan Statistical area as determined by the U.S. Department of Housing and Urban Development/HUD), adjusted for family size as determined by HUD.

The agreed upon rate for initial and annual monitoring shall be \$175 per affordable housing unit. The Monitoring Agent, provided sufficient notice is provided, may request a reasonable increase in fees every three (3) years.

Sincerely,

Bobbi Richards
Executive Director



EXHIBIT B
BRICK KILN PLACE

RENTAL MONITORING SERVICES AGREEMENT

This Rental Monitoring Services Agreement ("Agreement") is made as of the _____ day of TBD 2019, by and between Northstar Place, LLC (hereinafter, the "Developer") having an address of 286 Teaticket Highway, East Falmouth, Massachusetts 02536, the Town of Falmouth (hereinafter "the Town"), acting by and through its Board of Selectmen, and Falmouth Housing Authority (hereinafter "the Administering Agency"), having an address at 115 Scranton Avenue in Falmouth, Massachusetts 02540.

RECITALS

WHEREAS, the Developer has commenced construction of a twenty unit rental apartment development which will be constructed in accordance with a Comprehensive Permit issued by the Falmouth ZBA, consisting of ten residential duplex buildings on a property which is located at 123 Brick Kiln Road in East Falmouth, Massachusetts, as such property and the proposed improvements thereon (the "Project") is more particularly shown on Exhibit A attached hereto; and

WHEREAS, as part of the Comprehensive Permit #057-17, (hereinafter the "Permit") issued October 6, 2017 and recorded in Barnstable County Registry of Deeds in Book 31553 at Page 276, said permit was amended for Scrivener Error on October 10, 2018 and recorded in Barnstable County Registry of Deeds in Book 31594 at Page 201, and further amended to incorporate the terms of the Falmouth Affordable Housing Fund Grant on _____ as an insubstantial change by the Zoning Board of Appeals. One Hundred Percent of the total number of units in the Project shall be affordable units (hereinafter, the "Affordable Housing Units") which will be subject to a certain Regulatory Agreement dated TBD, 2019, recorded at the Bristol Registry of Deeds in Book _____, Page _____, by and among the Developer, the Town and the Administering Agency (hereinafter, the "Master Agreement") to restrict the rental of certain Affordable Housing Units to income eligible households; and

WHEREAS, pursuant to the terms of the Permit and Master Agreement, the Affordable Housing Units will be rented to Eligible Households satisfying the Regulations (as defined in the Master Agreement) which, as of this date, means a Family earning no more than eighty percent (80%) of the median income, by Family size, for the Barnstable Metropolitan Statistical Area (such median income is referred to hereinafter as the "Maximum Income"); and

WHEREAS, pursuant to the requirements of the Permit and the Master Agreement, the Developer has agreed to retain an Administering Agency to perform monitoring and enforcement services regarding compliance of the Project with the Affordability Requirement (defined below); and

WHEREAS, the Affordable Housing Units shall be identified by individual unit numbers for each phase of the Project prior to the issuance of a Certificate of Occupancy for such phase.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Monitoring Services: The Administering Agency shall monitor the compliance of the Project with the Affordability Requirement as more fully described herein.

a. Unit Designation. The distribution of the Affordable Housing Units by unit size shall be as set forth below and as further detailed on Schedule "A" attached hereto:

Number of Units: Twenty (20)
Sixteen (16) – Two Bedroom Units
Four (4) – Three Bedroom Units

b. Unit Pricing. The Monthly Rents for each Affordable Housing Unit shall be as set forth in Schedule "B" attached hereto.

c. Affordability Requirement. Throughout the term of this Agreement, the Affordable Housing Units constructed as part of the Project will be rented for no more than the rental rates set forth herein to an Eligible Household. An Eligible Household is a Family whose annual income does not exceed eighty percent (80%) of the Area median income, adjusted for Family size as determined by the U.S. Department of Housing and Urban Development ("HUD") (the "Maximum Income"). A "Family" shall mean two or more persons who live regularly in the Affordable Housing Unit as their primary residence and who are related by blood, marriage or operation of law or who have otherwise evidenced a stable inter-dependent relationship; or an individual. The "Area" is defined as the Barnstable Metropolitan Statistical Area as determined by HUD.

(The monthly rents charged to tenants of Affordable Housing Units shall not exceed an amount equal to thirty percent (30%) of the Maximum Income of a Family whose gross income equals eighty percent (80%) of the median income for the Area, with adjustment for the number of bedrooms in the Affordable Housing Unit, as provided by HUD (the "Maximum Monthly Rent"). In determining the Maximum Monthly Rent that may be charged for an Affordable Housing Unit under this clause, the Developer shall include an allowance for any utilities and services (excluding telephone) to be paid by the resident. Adjusted income shall be as defined in 24 C.F.R. 5.611 (or any successor regulation) using assumptions provided by HUD. Family size shall be equal to the number of bedrooms in the unit plus one, unless other affordable program rent limits approved by DHCD shall apply. As of the date of this Agreement, the Maximum Monthly Rents and utility allowances for the Affordable Housing Units shall be no greater than as set forth in Schedule "B" attached hereto. Maximum monthly rents and utility allowance shall be adjusted annually as provided herein.)

OR

(The monthly rent payment for an Affordable Housing Unit, including utilities and parking, shall not exceed thirty percent (30%) of the Maximum Income permissible for an Eligible Household, assuming a Family size equal to the number of bedrooms in the unit plus one, unless other affordable program rent limits approved by DHCD shall apply (the "Maximum

Monthly Rent”). Maximum Monthly Rents and utility allowance shall be adjusted annually as provided herein.)

- d. Annual Reports. Throughout the term of this Agreement, as defined below, the Administering Agency agrees to prepare and deliver annually a report (the “Annual Compliance Report”) to the zoning enforcement officer of the Town on the compliance of the Developer with the reporting requirements required under the Master Agreement and of compliance of the Project with the Affordability Requirement set forth in Section 1(c), above. The Annual Compliance Report shall indicate the extent of noncompliance with the relevant reporting and/or substantive requirements, describe efforts being made by the Developer to remedy such noncompliance and, if appropriate, recommend possible enforcement action by the Town against the Developer. The Administering Agency shall deliver the Annual Compliance Report within 120 days of the end of each calendar year during the term of this Agreement.
- e. Supplemental Monitoring Services. The Administering Agency shall provide reasonable supplemental monitoring on its own initiative in order to ensure to the extent practicable the compliance of the Project and the Developer with the Affordability Requirement. The services hereunder shall not include any construction period monitoring. The services hereunder shall include follow-up discussions with the Developer, if appropriate, after an event of noncompliance.
- f. Monitoring Services Fee. The Administering Agency shall receive a fee of \$175.00 per Affordable Housing Unit from the Developer at the time of execution of this Agreement to be used, inter alia, for its monitoring services hereunder. In addition, the Developer shall pay the Administering Agency an additional fee in the amount of \$175.00 per Affordable Housing Unit for each subsequent year thereafter, payable within thirty (30) days after receipt by the Developer of the Annual Compliance Report. Such annual fee shall constitute payment in full for the services of the Administering Agency for the period covered by the applicable Annual Compliance Report. If this Agreement is terminated pursuant to Section 1(k) herein, then the annual fee payable hereunder shall be pro-rated based on the number of days from the beginning of the applicable year through the termination date. This monitoring fee will be reviewed and adjusted by mutual agreement every three years.
- g. Enforcement Services. In the event of serious or repeated violations of the substantive or reporting requirements of the Master Agreement or a failure by the Developer to take appropriate actions to cure a default under the Master Agreement, the Administering Agency shall have the right, with the prior consent of the Town, to take appropriate enforcement action against the Developer including, without limitation, legal action to compel the Developer to comply with the requirements of the Master Agreement. Prior to taking appropriate enforcement actions and exercising remedies, the Administering Agency shall provide a first mortgagee with reasonable notice and an opportunity to cure. The Master Agreement provides for payment by the Developer of fees and expenses (including legal fees) of the Administering Agency in the event enforcement action is taken against the Developer and to assert a lien on the Project to secure payment by the Developer of such fees and expenses.

- h. Default. If any default, violation or breach by the Developer under this Agreement with respect to the Affordable Housing Units is not cured to the satisfaction of the Administering Agency within sixty (60) days after notice to the Developer thereof, then the Administering Agency or the Town may exercise any remedy at law or in equity available. No such failure to cure a default, however, will be deemed to exist if the Developer has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of the Developer.

The Developer shall pay all reasonable costs and expenses, including legal fees, incurred by the Administering Agency and the Town in enforcing this Agreement, and, in the event of any action by the Administering Agency or the Town against the Developer, the Administering Agency or the Town shall be entitled to seek an attachment against the Developer's property including, without limitation, its interest in the Project. The Administering Agency or the Town may perfect a lien on the Project by recording/filing one or more certificates setting forth the amount of the costs and expenses due and owing in the Registry. A purchaser of the Project or any portion of it shall be liable for the payment of any unpaid costs and expenses which were the subject of a recorded/filed certificate prior to the purchaser's acquisition of the Project or portion thereof; provided, however, a mortgagee foreclosing on all or any portion of the Project or a purchaser at any foreclosure sale, shall have no liability for any such costs or expenses.

- i. Term. The term of this Agreement shall be the longest period customarily allowed by law but shall be no less than thirty (30) years.
- j. Responsibility of Administering Agency. The Administering Agency shall not be held liable for any action taken or omitted under this Agreement so long as it shall have acted in good faith and without gross negligence.
- k. Successor Administering Agency. Should the Administering Agency be dissolved or become incapable of fulfilling its obligations during the term of this Agreement, the Town shall have the right to appoint a successor to serve as the Administering Agency for the remaining term of this Agreement. The Administering Agency shall give the Town and the Developer at least six (6) months written notice prior to any such dissolution or incapacity in order to allow the Town to locate a successor to assume the rights and obligations of the Administering Agency under this Agreement and the Master Agreement. At the Developer's request, the Town shall terminate the Administering Agency for cause.
- l. Indemnity. The Developer agrees to indemnify and hold harmless the Administering Agency and the Town against all damages, costs and liabilities, including reasonable attorney's fees, asserted against the Administering Agency or the Town by reason of its relationship with the Project under this Agreement and not involving the Administering Agency or the Town acting in bad faith or with gross negligence.

- m. Applicable Law. This Agreement, and the application or interpretation hereof, shall be governed by the laws of the Commonwealth of Massachusetts.
- n. Binding Agreement. This Agreement shall be binding on the parties hereto, their heirs, executors, personal representatives, successors and assigns.
- o. Headings. All paragraph headings in this Agreement are for the convenience of reference only and are not intended to qualify the meaning of the paragraph.
- p. Third-Party Beneficiaries. The Town shall be entitled to enforce this Agreement and may rely on the benefits of this Agreement.
- q. Entire Agreement. This Agreement supersedes all prior agreements between the parties with respect to the Project, whether oral or written including, without limitation, all correspondence between the parties and between counsels for their respective parties. This Agreement, together with the Master Agreement, constitutes the sole and entire agreement between the parties hereto with respect to the subject matter thereof, and the rights duties, and obligations of the parties with respect thereto. In executing this Agreement, the Administering Agency acknowledges that the Administering Agency is not relying on any statement, representation, warranty, covenant or agreement of any kind made by the Developer or the Town or any employee or agent of any of the foregoing, except for the agreements set forth herein.

**** Signatures Continue on Following Page****

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first written above.

DEVELOPER:
Northstar Place, LLC

By: *John DeSangro*
Name: John DeSangro
Title: Manager

FALMOUTH ZONING BOARD OF APPEALS

By: _____
Name: _____
Title: Chairman

FALMOUTH BOARD OF SELECTMEN

By: _____
Name: _____
Title: Chairman

ADMINISTERING AGENCY
FALMOUTH HOUSING AUTHORITY

By: *[Signature]*
Name: *Bobbi Richards*
Title: *Executive Director*

TOWN OF FALMOUTH
OFFICE OF TOWN COUNSEL
APPROVED AS TO FORM

Frank K. Daffy

COMMONWEALTH OF MASSACHUSETTS

_____ SS.

On this _____ day of _____, 2019, before me, the undersigned notary public, personally appeared _____, as _____ Of Northstar Place, LLC, proved to me through satisfactory evidence of identification, which was _____ to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he)(she) signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires: _____

COMMONWEALTH OF MASSACHUSETTS

_____ SS.

On this ____ day of _____, 2019, before me the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was _____ to be Chairman of the Zoning Board of Appeals and acknowledged to me that (he)(she) signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires: _____

COMMONWEALTH OF MASSACHUSETTS

_____ SS.

On this ____ day of _____, 2019, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was _____ to be Chairman of the Board of Selectmen, and acknowledged to me that (he)(she) signed it voluntarily for its stated purpose.

Notary Public
My Commission Expire: _____

COMMONWEALTH OF MASSACHUSETTS

_____ SS.

On this ____ day of _____, 2019, before me, the undersigned notary public, personally appeared _____, of the Falmouth Housing Authority, proved to me through evidence of identification, which was _____ to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he)(she) signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires: _____

SCHEDULE "A"

AFFORDABLE HOUSING UNIT DESIGNATION

Building 1	Unit A	2 Bedrooms
Building 1	Unit B	2 Bedrooms
Building 2	Unit A	2 Bedrooms
Building 2	Unit B	2 Bedrooms
Building 3	Unit A	2 Bedrooms
Building 3	Unit B	2 Bedrooms
Building 4	Unit A	2 Bedrooms
Building 4	Unit B	2 Bedrooms
Building 5	Unit A	2 Bedrooms
Building 5	Unit B	2 Bedrooms
Building 6	Unit A	3 Bedrooms
Building 6	Unit B	3 Bedrooms
Building 7	Unit A	3 Bedrooms
Building 7	Unit B	3 Bedrooms
Building 8	Unit A	2 Bedrooms
Building 8	Unit B	2 Bedrooms
Building 9	Unit A	2 Bedrooms
Building 9	Unit B	2 Bedrooms
Building 10	Unit A	2 Bedrooms
Building 10	Unit B	2 Bedrooms

SCHEDULE "B"

MONTHLY RENTS

Two Bedroom	\$1471.00 per month	Utilities Not Included
Three Bedroom	\$1687.00 per month	Utilities Not Included

Allowances for Tenant-Furnished Utilities and Other Services

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0168
(exp. 04/30/2018)

See Public Reporting Statement and Instructions on back

Locality	Housing Assistance Cop.	Unit Type	Duplex/Row	Date (mm/dd/yyyy)	12/1/18
----------	--------------------------------	-----------	-------------------	-------------------	----------------

Utility or Service	Monthly Dollar Allowances					
	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	a. Natural Gas		63	71		
	b. Bottle Gas					
	c. Oil / Electric					
	d. Coal / Other					
Cooking	a. Natural Gas					
	b. Bottle Gas					
	c. Oil / Electric			17	22	
	d. Coal / Other					
Other Electric			77	98		
Air Conditioning						
Water Heating	a. Natural Gas		19	25		
	b. Bottle Gas					
	c. Oil / Electric					
	d. Coal / Other					
Water	Owner					
Sewer	Owner					
Trash Collection	Owner					
Range/Microwave	N/A					
Refrigerator	Owner					
Other - specify			176	216		

Actual Family Allowances To be used by the family to compute allowance. Complete below for the actual unit rented.	Utility or Service	per month cost
	Heating	\$
Name of Family	Cooking	
	Other Electric	
	Air Conditioning	
	Water Heating	
	Water	
	Sewer	
	Trash Collection	
	Range/Microwave	
Address of Unit	Refrigerator	
	Other	
	Total	\$
Number of Bedrooms		



Community Preservation Committee 59 Town Hall Square, Falmouth, MA 02540



MEMORANDUM

To: Board of Selectmen and Diane Davidson
From: Carole Sutherland, Community Preservation Coordinator
Re: Preservation Restrictions for Woods Hole Public Library and River Bend Silo
Date: November 6, 2019

Dear Selectmen,

The Community Preservation Committee has taken the responsibility for initiating the drafting and execution of two preservation restrictions (PR) on historic resources in Falmouth.

First is a PR on the Woods Hole Public Library, 581 Woods Hole Rd. The PR protects the town's interest in the structure following three historic restoration projects on the building: rehabilitation of windows in 2008; restoration of the slate roof in 2011; and restoration and repointing of stonework in 2017. Together, the three projects on the library have received allocations totaling \$96,550 of Community Preservation Fund historic preservation funding.

The second is a PR on the River Bend Silo, located on the River Bend Conservation Area at 682 Sandwich Rd., Hatchville. The 300 Committee (T3C) partnered with the Town in restoring the silo in 2013, using an appropriation of \$86,251 of historic preservation funding from the CP Fund.

The Falmouth Historical Commission (FHC) has agreed to hold both PRs on behalf of the Town of Falmouth. The documents have been approved by Town Counsel Frank Duffy as to form.

We ask that you sign and have notarized the 2 originals of each PR included here.

Following your execution of the documents, they proceed to the Massachusetts Historical Commission for final sign-off. Frank Duffy's office will file them when ready with the Barnstable County Registry of Deeds.

Thank you,

Carole Sutherland
Community Preservation Coordinator
59 Town Hall Square
Falmouth, MA 02540
508.495.7436

PRESERVATION RESTRICTION AGREEMENT
between the
TOWN OF FALMOUTH, MASSACHUSETTS
and
THE 300 COMMITTEE LAND TRUST, INC.

THIS PRESERVATION RESTRICTION (this “Restriction”), is made this ____ day of _____, 2019, between The 300 Committee Land Trust, Inc. (“Grantor”), a Massachusetts not for profit corporation formed pursuant to M.G.L. c. 180, Sec. 1 et seq., having an office address of 157 Locust Street, Falmouth MA 02540, and the Town of Falmouth (“Grantee”) acting by and through its Falmouth Historical Commission, a governmental body in the Commonwealth of Massachusetts.

WITNESSETH:

WHEREAS, Grantor is owner in fee simple of certain real property located at 682 Sandwich Road, Hatchville, in the Town of Falmouth, Barnstable County, Massachusetts, being that property conveyed by Kay T. Kelley and Margaret F. Dolan, as Trustees of the Kelley-Dolan Realty Trust to The 300 Committee Land Trust, Inc. in a deed dated and recorded on October 30, 2007 with the Barnstable County Registry of Deeds, Book 22438, Page 297, said property being more particularly described in the aforesaid deed and in (Exhibit A) attached hereto and incorporated herein by this reference, and as Lots 13 and 14 and Parcel B on a Subdivision Plan prepared for Walter S. and Julia P. Goulart dated and recorded January 31, 1968, Plan Book 227, Page 151, a copy of which is attached hereto and incorporated herein as Exhibit B by this reference. That portion of the Grantor’s property described and depicted as Lot B on the aforesaid Plan is hereinafter referred to as the “Property.” The Property is also shown as Parcel 2107012A000B on the Town of Falmouth Assessor Parcel Map attached hereto and incorporated herein by this reference as Exhibit C, said Property including the following building (hereinafter referred to as the “Building”):

A 25’ tall ceramic silo, known as the River Bend Silo, built in 1921 (hereinafter “the Building”);

WHEREAS, the Building is historically significant for its architecture and historical associations; more particularly, the Building stands as the only surviving example of an early-20th century ceramic silo in the Town of Falmouth, Massachusetts, retaining integrity of craftsmanship, setting, materials and design, is significant for its architecture and historical associations in Hatchville (the “Preservation Values”);

WHEREAS, Grantor and Grantee both recognize the Preservation Values and significance of the Building and Property, and have the common purpose of preserving the Building as provided herein;

WHEREAS, the Building’s and Property’s Preservation Values are documented with the following:

Massachusetts Historical Commission Inventory Structure Form prepared in April, 2019 by Eric Dray (Exhibit D), attached hereto and incorporated herein by this reference, and

Five photographs taken by Eric Dray in September, 2015 (Exhibit E), attached hereto and incorporated herein by this reference. Archival prints of these photographs will be stored by the Grantee at Falmouth Town Hall, Historical Commission files,

Exhibits A, B, C, D and E are hereinafter referred to as the "Baseline Documentation", which Baseline Documentation the parties agree provides an accurate representation of the Building as of the effective date of this grant;

WHEREAS, the grant of a preservation restriction by Grantor to Grantee on the Property will assist in preserving and maintaining the Building and its architectural, historic, and cultural features for the benefit of the people of the Town of Falmouth, Barnstable County, the Commonwealth of Massachusetts, and the United States of America;

WHEREAS, the Town of Falmouth appropriated Community Preservation Act funds through Article 16 of the Special Town Meeting Convened on April 9, 2013 in the amount of \$86,251 to rehabilitate the exterior of the Building, including replacement of the roof with red cedar shingles, repointing of the ceramic tiles, and reparging of the foundation, all work having been completed in 2013;

WHEREAS, to that end, Grantor desires to grant to Grantee, and Grantee desires to accept a preservation restriction (the "Restriction") in gross in perpetuity over the Property and the exterior of the Building pursuant to the Act.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Grantor does hereby irrevocably grant and convey unto the Grantee this Restriction in gross in perpetuity over the Property.

1. Purpose. It is the purpose of this Restriction to assure that the architectural, historic, and cultural features of the exterior of the Building, as described and documented in the Baseline Documentation and Exhibit F (Restriction Guidelines), will be retained and maintained forever substantially in their historically-appropriate condition for preservation purposes and to prevent any use or change to the exterior of the Building or the Property that will significantly impair or interfere with the Building's Preservation Values (the "Purpose of this Restriction"). Characteristics that contribute to the architectural and historical integrity of the Property including include, but are not limited to, the setting and location of the Building; and architectural features, materials, appearance, and workmanship of the Building. All Exhibits shall be attached to and recorded with this Restriction.

2.1 Grantor's Covenants: Covenant to Maintain. Grantor agrees at all times and to the best of its ability to maintain the exterior of the Building in sound structural condition and good state of repair in accordance with the terms of this paragraph (allowing for historically-accurate restoration that may be made from time to time). It is the Grantor's intent that the exterior of the Building be maintained in a physical appearance and composition that is as close to its current appearance and composition as is reasonably possible. Grantor's obligation to maintain shall require replacement, repair, and reconstruction by Grantor whenever necessary to preserve the exterior of the Building in sound structural condition and a good state of repair. Subject to the casualty provisions of Paragraphs 7 and 8, this obligation to maintain shall require repair, restoration, replacement, rebuilding, and reconstruction of the Building whenever necessary in accordance with The Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings (36 C.F.R. 67 and 68), as these may be amended from time to time (the "Secretary's Standards").

2.2 Grantor's Covenants: Prohibited Activities. The following acts or uses are expressly forbidden on, over, or under the Property, except as otherwise conditioned in this paragraph:

- (a) the Building (or any portion thereof) shall not be demolished, removed, moved or razed except as provided in Paragraphs 7 and 8;
- (b) the dumping of ashes, trash, or rubbish is prohibited on the Property; and
- (c) no above-ground utility transmission lines, except those reasonably necessary for the existing Building, may be created on the Property, subject to any utility easements already recorded.

3.1 Conditional Rights Requiring Approval by Grantee. Without the prior express written approval of the Grantee, which approval may not be unreasonably withheld but which may be subject to such reasonable conditions as Grantee in its discretion may determine, Grantor shall not make any changes to the exterior of the Building, including the alteration, partial removal, construction, remodeling, or other physical or structural change, including signs or advertisements (excepting a plaque giving notice of the historic significance of the Building Property in accordance with Paragraph 6), any change in material or color or any change to the footprint, size, mass, ridgelines, and rooflines of the Building, and removal, replacement or alteration of Key Features as such term is defined in the Restriction Guidelines which are attached hereto as Exhibit F and are incorporated herein. Activities by Grantor to maintain the exterior of the Building which are intended to be performed in accordance with the provisions of Paragraph 2.1, and which are of a minor nature, shall not require the prior approval of the Grantee. For the purposes of this section, interpretation of what constitutes ordinary maintenance of a minor nature and what are considered major activities subject to prior review and approval by Grantee is governed by the Restriction Guidelines.

3.2 Review of Grantor's Requests for Approval. Where Grantee's permission is required under Paragraph 3.1, Grantor shall submit to the Grantee two copies of information (including plans, specifications, and designs where appropriate) identifying the proposed activity with reasonable specificity. In connection therewith, Grantor shall also submit to the Grantee a timetable for the proposed activity sufficient to permit the Grantee to monitor such activity. Within thirty (30) days of the Grantee's receipt of any plan or written request for approval hereunder, the Grantee shall certify in writing that (a) it approves the plan or request, or (b) it disapproves the plan or request as submitted, in which case the Grantee shall provide Grantor with written suggestions for modification or a written explanation for the Grantee's disapproval. Any failure by the Grantee to act within thirty (30) days of receipt of Grantor's submission or resubmission of plans or requests shall be deemed to constitute approval by the Grantee of the plan or request as submitted and to permit Grantor to undertake the proposed activity in accordance with the plan or request submitted so long as the request sets forth the provision of this section relating to deemed approval following the passage of time, provided that nothing herein shall be construed to permit Grantor to undertake any of the activities prohibited hereunder.

3.3 Archaeological Activities. The conduct of archaeological activities, including without limitation survey, excavation, and artifact retrieval, may occur only following the submission of an archaeological field investigation plan prepared by Grantor and approved in writing by the Grantee and the State Archaeologist of the Massachusetts Historical Commission pursuant to M.G.L. c. 9, § 27C and 950 C.M.R. 70.00.

4. Standards for Review. In exercising any authority created by the Restriction to inspect the Building; to review any construction, repair, restoration, alteration, reconstruction or construction; or to review casualty damage or to reconstruct or approve reconstruction of the

Building following casualty damage, the Grantee shall apply the Secretary's Standards, as further articulated in the Restriction Guidelines (Exhibit F).

5. Public Access. This Restriction does not require public access.

6. Grantor's Reserved Rights. Subject to the provisions of Paragraphs 2.1, 2.2, and 3.1, the following rights, uses, and activities of or by Grantor on, over, or under the Property are permitted by this Restriction:

- (a) the right to engage in all those acts and uses that: (i) are permitted by governmental statute or regulation; (ii) do not substantially impair the Preservation Values of the Property and Building; and (iii) are not inconsistent with the Purpose of this Restriction;
- (b) pursuant to the provisions of Paragraph 2.1, the right to maintain and repair the exterior of the Building and Property strictly according to the Secretary's Standards. As used in this subparagraph, the right to maintain and repair shall mean the use by Grantor of in-kind materials and colors, applied with workmanship comparable to that which was used in the construction or application of those materials being repaired or maintained, for the purpose of retaining in good condition the appearance and construction of the exterior of the Building. As noted in Section C of the Restriction Guidelines, Exhibit F, alternate materials may be considered for approval if the ceramic tile is not available to be produced. The right to maintain and repair as used in this subparagraph shall not include the right to make changes in appearance, materials, colors, and workmanship from that existing prior to the maintenance and repair without the prior approval of the Grantee in accordance with the provisions of Paragraphs 3.1 and 3.2;
- (c) subject to prior review and approval by Grantor, under the terms and conditions of paragraphs 3.1 and 3.2 herein, which approval shall not be unreasonably withheld, the right to new construction on the Property not attached to the Building, and not blocking the view of the Building from public ways, subject to all applicable licenses, permits, and approvals, provided in addition that any new construction shall meet the Secretary's Standards; and
- (d) the right to provide and maintain a plaque on the Property giving notice of the historical significance of the Building, subject to Grantee's reasonable approval.

7. Casualty Damage or Destruction. In the event that the Building shall be materially damaged or destroyed by fire, flood, windstorm, hurricane, earth movement, or other casualty, Grantor shall notify the Grantee in writing within fourteen (14) days of the damage or destruction, such notification including what, if any, emergency work has already been completed. No repairs to or reconstruction of the exterior of any type, other than emergency work to prevent further damage to the structural integrity of the Building or the exterior of the Building, shall be undertaken by Grantor without the Grantee's prior written approval of the work. Within seventy-five (75) days of the date of damage or destruction, if required by the Grantee, Grantor at its expense shall submit to the Grantee a written report prepared by a qualified restoration architect and an engineer who are acceptable to the Grantor and the Grantee, which report shall include the following:

- (a) an assessment of the nature and extent of the damage;
- (b) a determination of the feasibility of the restoration of the Building and/or reconstruction of damaged or destroyed portions of the Building; and
- (c) a report of such restoration/reconstruction work necessary to return the Building to the condition existing at the date hereof.

8. Review After Casualty Damage or Destruction. If, after reviewing the report provided in Paragraph 7 and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under Paragraph 9, Grantor and the Grantee agree that the Purpose of the Restriction will be served by such restoration/reconstruction, Grantor and the Grantee shall establish a schedule under which Grantor shall complete the restoration/reconstruction of the Building in accordance with plans and specifications consented to by the parties up to at least the total of the casualty insurance proceeds available to Grantor.

If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under Paragraph 9, Grantor and the Grantee agree that restoration/reconstruction of the Building is impractical or impossible, or agree that the Purpose of the Restriction would not be served by such restoration/reconstruction, Grantor may, with the prior written consent of the Grantee, alter, demolish, remove or raze the Building, and/or construct new improvements on the Property. In the event that the Building is razed or removed with the approval of the Grantee, Grantor and Grantee may seek to extinguish this Restriction in accordance with the laws of the Commonwealth of Massachusetts and Paragraph 21 hereof.

If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under Paragraph 9, Grantor and the Grantee are unable to agree that the Purpose of the Restriction will or will not be served by such restoration/reconstruction, the matter may be referred by either party to binding arbitration and settled in accordance with the Commonwealth of Massachusetts arbitration statute then in effect, and all other applicable laws, rules, regulations, and ordinances.

9. Insurance. Grantor shall keep the Building insured by an insurance company rated "A-" or better by Best's, or is current-day equivalent, as the case may be, for the full replacement value against loss from the perils commonly insured under standard fire and extended coverage policies and comprehensive general liability insurance against claims for personal injury, death, and property damage. Property damage insurance shall include change in condition and building ordinance coverage in the amount of \$50,000. Grantor shall deliver annually and within ten (10) business days of any additional written request by the Grantee, certificates of such insurance coverage. Upon presentation of evidence by the Grantee that the insured value is less than the actual replacement value, then the Grantor shall purchase additional insurance sufficient to cover the actual replacement value. In the event that such a presentation has been made that the insurance is insufficient the Grantor shall pay for the Grantee's cost in procuring such evidence. Provided, however, that whenever the Property is encumbered with a mortgage or deed of trust nothing contained in this paragraph shall jeopardize the prior claim, if any, of the mortgagee/lender to the insurance proceeds.

10. Hold Harmless. Grantor hereby agrees to protect, hold harmless, and defend Grantee, its boards, commissions, appointees, agents, directors, employees, or independent contractors from and against any and all claims, liabilities, expenses, costs, damages, losses, and expenditures (including reasonable attorneys' fees and disbursements hereafter incurred) arising out of or in connection with injury to or death of any person as a result of the existence of this Restriction; physical damage to the Building and the Property; the presence or release in, on, or about the Building and the Property, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any law, ordinance, or regulation as a hazardous, toxic, polluting or contaminating substance; or other injury or other damage occurring on or about the Building and the Property; unless such injury, death, or damage is caused by Grantee or its boards, commissions, appointees, agents, directors, employees, or independent contractors. In the event that the Building or any of its elements is hereafter defined or listed pursuant to any law, ordinance, or regulation as a hazardous, toxic, polluting or contaminating substance, Grantor may

remove such component(s) of the Building as are listed as a hazardous, toxic, polluting or containing substance in accordance with the provisions of paragraph 7, hereof.

11. Written Notice. Any notice which either Grantor or Grantee may desire or be required to give to the other party shall be in writing and shall be mailed postage prepaid by overnight courier, facsimile transmission, registered or certified mail with return receipt requested, or hand delivered as follows:

To Grantor: The 300 Committee
157 Locust Street
Falmouth, MA 0254

To Grantee: Falmouth Historical Commission
Falmouth Town Hall
59 Town Hall Square
Falmouth, MA 02540

and

Board of Selectmen
Falmouth Town Hall
59 Town Hall Square
Falmouth, MA 02540

or to such address as any of the above parties shall designate from time to time by written notice to the other. In the event no current address is known or can be reasonably obtained for the party to which notice is intended to be given, then the party giving notice shall publish such notice in a newspaper of general circulation covering on at least a weekly basis the Town of Falmouth, or its modern-day functional equivalent.

12. Evidence of Compliance. Upon request by Grantor, Grantee shall promptly furnish Grantor with certification that, to the best of Grantee's knowledge, Grantor is in compliance with the obligations of Grantor contained herein, or that otherwise evidences the status of this Restriction to the extent of Grantee's knowledge thereof.

13. Inspection. Upon reasonable prior notice to Grantor, there is hereby granted to Grantee and its representatives the right to enter the Property at reasonable times and in a reasonable manner for the purpose of inspecting the same to determine compliance with this Preservation Restriction Agreement. Grantee shall inspect the property a minimum of one time per calendar year.

14. Grantee's Remedies The rights hereby granted shall include the right to enforce this Agreement by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including, without limitation, relief requiring restoration of the Property to its condition prior to the time of the injury complained of (it being agreed that Grantee shall have no remedy at law), and shall be in addition to and not in limitation of any other rights and remedies available to Grantee; provided, however, prior to commencement of any legal proceedings the Grantee shall first send a written notice of its intention to pursue legal action with a statement of the factual and legal basis of such claim and within thirty (30) days of receipt of such notice by the Grantor both parties shall enter in good faith into mediation with a mutually agreeable neutral third-party trained in resolving disputes. The expense of mediation shall be split evenly between the parties.

Provided that a violation of this Agreement is acknowledged by Grantor or determined by a court of competent jurisdiction to have occurred, Grantor covenants and agrees to reimburse Grantee all reasonable costs and expenses (including without limitation reasonable counsel fees) incurred in enforcing this Agreement or in taking reasonable measure to remedy, abate any violation thereof. By its acceptance, Grantee does not undertake any liability or obligation relating to the condition of the Property, including with respect to compliance with hazardous materials or other environmental laws and regulations. This Agreement shall be enforced by Grantee in its sole discretion. Nothing herein shall impose upon the Grantee any affirmative obligation or liability relating to the condition of the Property. Failure by the Grantee to enforce any provision or condition set forth herein, or to exercise any rights hereby conveyed, shall not constitute a release or waiver of any such right or condition.

15. Notice from Government Authorities. Grantor shall deliver to Grantee copies of any notice of violation or lien relating to the Building and the Property received by Grantor from any government authority within ten business (10) days of receipt by Grantor. Upon request by Grantee, Grantor shall promptly furnish Grantee with evidence of Grantor's compliance with such notice or lien where compliance is required by law.

16. Notice of Proposed Sale. Grantor shall promptly notify Grantee in writing of any proposed sale of the Property and provide the opportunity for Grantee to explain the terms of the Restriction to potential new owners prior to sale closing.

17. Runs with the Land. Except as provided in Paragraphs 8 and 21, the obligations imposed by this Restriction shall be effective in perpetuity and shall be deemed to run as a binding servitude with the Property. This Restriction shall extend to and be binding upon Grantor and Grantee, their respective successors in interest and all persons hereafter claiming under or through Grantor and Grantee, and the words "Grantor" and "Grantee" when used herein shall include all such persons. Any right, title, or interest herein granted to Grantee also shall be deemed granted to each successor and assign of Grantee and each such following successor and assign thereof, and the word "Grantee" shall include all such successors and assigns.

Anything contained herein to the contrary notwithstanding, an owner of the Property shall have no obligation pursuant to this instrument where such owner shall cease to have any ownership interest in the Property by reason of a *bona fide* transfer. The restrictions, stipulations and covenants contained in this Restriction shall be inserted by Grantor, verbatim or by express reference, in any subsequent deed or other legal instrument by which Grantor divests itself of either the fee simple title to or any lesser estate in the Property or any part thereof, including by way of example and not limitation, a lease of all or a portion of the Property.

18. Assignment. In the event that Grantee shall cease to function in its present capacity, Grantee may convey, assign, or transfer this Restriction to a unit of federal, state, or local government or to a similar local, state, or national organization that is a charitable corporation or trust qualified under the Act to hold a preservation restriction, provided that any such conveyance, assignment or transfer requires that the Purpose for which the Restriction was granted will continue to be carried out. Grantor shall give prior written approval of such conveyance, assignment, or transfer by Grantee, such approval not to be unreasonably withheld.

19. Alternate Designee. Grantee may, at its discretion, remove and replace its designee to administer, manage, and enforce this Restriction, provided that any new designee is qualified as such under the Act and other applicable law.

20. Recording and Effective Date. Grantee shall do and perform at its own cost all acts necessary to the prompt recording of this instrument in the Barnstable County Registry of Deeds. Grantor and Grantee intend that the restrictions arising under this Restriction take effect on the day and year this instrument is recorded in the Barnstable County Registry of Deeds.

21. Extinguishment. Grantor and Grantee hereby recognize that an unexpected change in the conditions surrounding the Property may make impossible the continued ownership or use of the Property for the Purpose of this Restriction and necessitate extinguishment of the Restriction. Such a change in conditions may include, but is not limited to, partial or total destruction of the Building resulting from casualty. Such an extinguishment must meet all the requirements of the Act and the Laws of the Commonwealth for extinguishment, including approvals by the Town of Falmouth and the Massachusetts Historical Commission following public hearings to determine that such extinguishment is in the public interest.

In the event of a sale of the Property, the amount of \$86,251 shall be deposited into the Grantor's Community Preservation Fund in accordance with M.G.L. c. 44B ("Chapter 44B"). Should the Grantor's Community Preservation Fund no longer exist for any reason, such as the Grantor having opted out of Chapter 44B, the proceeds shall be used in a manner consistent with the preservation purpose set forth herein as a continuing trust.

22. Condemnation. If all or any part of the Property is taken under the power of eminent domain by public, corporate, or other authority, or otherwise acquired by such authority through a purchase in lieu of a taking, Grantor and Grantee shall join in appropriate proceedings at the time of such taking to recover the full value of those interests in the Property that are subject to the taking and all incidental and direct damages resulting from the taking. All expenses reasonably incurred by Grantor and Grantee in connection with such taking shall be paid out of the recovered proceeds. Such recovered proceeds shall be paid to Grantor in the manner as set forth in Paragraph 21 in the event that the taking or purchase in lieu of taking applies to or effects the Building.

23. Insertion in Subsequent Instruments

Grantor shall insert a reference to this Agreement, such reference to include Registry book and page number of this Agreement, into any subsequent deed or other legal instrument by which Grantor divests itself of either the fee simple title or any lesser estate in the Property. Concurrently, with its entering into any such deed or other legal instrument, Grantor shall give written notice to Grantee of same. Failure by Grantor to comply with the requirements of this paragraph 23 shall not affect the validity, enforceability or priority of this Agreement or any lien arising hereunder.

24. Interpretation. The following provisions shall govern the effectiveness, interpretation, and duration of the Restriction:

- (a) Any rule of strict construction designed to limit the breadth of restrictions on alienation or use of the Property shall not apply in the construction or interpretation of this Restriction and this instrument shall be interpreted broadly to affect its Purpose and the transfer of rights and the restrictions on use herein contained.
- (b) This instrument may be executed in two counterparts, one of which is to be retained by Grantor and the other, after recording, to be retained by Grantee. In the event of any disparity between the counterparts produced, the recorded counterpart shall in all cases govern. Except as provided in the preceding sentence, each counterpart shall constitute the entire agreement of the parties. Electronic copies of this document shall be treated for all purposes as originals.

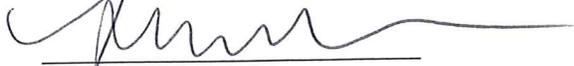
- (c) This instrument is made pursuant to the Act, but the invalidity of such Act or any part thereof shall not affect the validity and enforceability of this Restriction according to its terms, it being the intent of the parties to agree and to bind themselves, their successors and their assigns in perpetuity to each term of this instrument whether this instrument be enforceable by reason of any statute, common law or private agreement either in existence now or at any time subsequent hereto.
- (d) Nothing contained herein shall be interpreted to authorize or permit Grantor to violate any ordinance or regulation relating to building materials, construction methods, or use. In the event of any conflict between any such ordinance or regulation and the terms hereof Grantor promptly shall notify Grantee of such conflict and shall cooperate with Grantee and the applicable governmental entity to accommodate the purposes of both this Restriction and such ordinance or regulation.
- (e) The invalidity or unenforceability of any provision of this Restriction shall not affect the validity or enforceability of any other provision of this Restriction.

25. Amendment. If circumstances arise under which an amendment to or modification of this Restriction would be appropriate, Grantor and Grantee may by mutual written agreement jointly amend this Restriction, provided that no amendment shall be made that will adversely affect the qualification of this Restriction or the status of Grantee under any applicable law. Any such amendment shall be consistent with the protection of the Preservation Values of the Property and the Purpose of this Restriction; shall not affect its perpetual duration unless the amendment expressly provides that the purpose of the Amendment is termination of this Restriction; shall not permit any private inurement to any person or entity; and shall not adversely impact the overall architectural and historic values protected by this Restriction. Any such amendment shall be effective when the requirements of the Act with respect to amendments have been met and the amendment is recorded in the Barnstable County Registry of Deeds. Nothing in this paragraph shall require Grantor or Grantee to agree to any amendment or to consult or negotiate regarding any amendment.

TO HAVE AND TO HOLD, the said Preservation Restriction, unto the said Grantee and its successors and permitted assigns forever.

IN WITNESS WHEREOF, Grantor and Grantee have set their hands under seal on the days and year set forth below.

GRANTOR: The 300 Committee Land Trust, Inc.
By and through its President, Board of Directors



Anne-Marie Runfola

and

The 300 Committee Land Trust, Inc.
By and through its Treasurer, Board of Directors



Gary Vostok

COMMONWEALTH OF MASSACHUSETTS

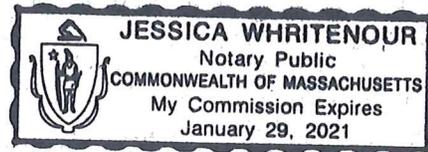
Barnstable, ss.

On this 4th day of June, 2019, before me, the undersigned notary public, personally appeared Anne-Marie Runfola, President of The 300 Committee Land Trust, Inc., provided to me through satisfactory evidence of identification which was personal knowledge to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that Anne-Marie Runfola signed it voluntarily for its stated purpose, as President of The 300 Committee Land Trust, Inc.



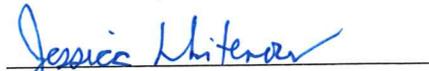
Notary Public
My commission expires:

(seal)



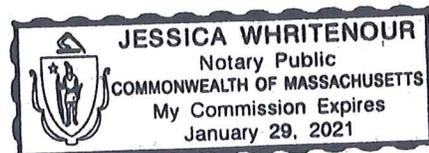
Barnstable, ss.

On this 4th day of June, 2019, before me, the undersigned notary public, personally appeared Gary Vostok, provided to me through satisfactory evidence of identification which was personal knowledge to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that Gary Vostok signed it voluntarily for its stated purpose, as Treasurer, Board of Directors, of The 300 Committee Land Trust, Inc.



Notary Public
My commission expires:

(seal)



APPROVAL AND ACCEPTANCE BY TOWN OF FALMOUTH

On _____, 2019, the Falmouth Board of Selectmen, by majority vote, voted to Approve and Accept this Agreement.

GRANTEE: **TOWN OF FALMOUTH, MASSACHUSETTS**
Board of Selectmen:

Megan English Braga, Chairman

Douglas C. Brown, Vice-Chairman

Douglas H. Jones

Susan L. Moran

Samuel H. Patterson

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this ___ day of _____, 2019, before me, the undersigned notary public, personally appeared Megan English Braga, provided to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that Megan English Braga signed it voluntarily for its stated purpose, as Chairman, Town of Falmouth Board of Selectmen.

Notary Public
My commission expires:

(seal)

Barnstable, ss.

On this ___ day of _____, 2019, before me, the undersigned notary public, personally appeared Douglas C. Brown, provided to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that Douglas C. Brown signed it voluntarily for its stated purpose, as Vice-Chairman, Town of Falmouth Board of Selectmen.

Notary Public
My commission expires:

(seal)

Barnstable, ss.

On this ___ day of _____, 2019, before me, the undersigned notary public, personally appeared Douglas H Jones, provided to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that Douglas H. Jones signed it voluntarily for its stated purpose, as Member, Town of Falmouth Board of Selectmen.

Notary Public
My commission expires:

(seal)

Barnstable, ss.

On this ___ day of _____, 2019, before me, the undersigned notary public, personally appeared Susan L. Moran, provided to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that Susan L. Moran signed it voluntarily for its stated purpose, as Member, Town of Falmouth Board of Selectmen.

Notary Public
My commission expires:

(seal)

Barnstable, ss.

On this ___ day of _____, 2019, before me, the undersigned notary public, personally appeared Samuel H. Patterson, provided to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that Samuel H. Patterson signed it voluntarily for its stated purpose, as Member, Town of Falmouth Board of Selectmen.

Notary Public
My commission expires:

(seal)

ACCEPTANCE BY FALMOUTH HISTORICAL COMMISSION

On November 5, 2019, the Falmouth Historical Commission, by majority vote, voted to Approve and Accept this Agreement.

Historical Commission:

Ed Haddad
Ed Haddad, Chairman

Nicole Goldman
Nicole Goldman, Vice Chairman

Christian Valle
Christian Valle, member

Christopher Warner
Christopher Warner, member

Annie Dean
Annie Dean, member

Lee Drescher
Lee Drescher, alternate

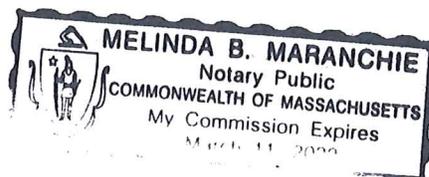
COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this 5 day of Nov, 2019, before me, the undersigned notary public, personally appeared Ed Haddad, provided to me through satisfactory evidence of identification which was personal knowledge to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that Ed Haddad signed it voluntarily for its stated purpose, as Chair, Town of Falmouth Historical Commission.

Melinda B. Maranchie
Notary Public
My commission expires: 3/11/22

(seal)



Barnstable, ss.

On this ___ day of _____, 2019, before me, the undersigned notary public, personally appeared Nicole Goldman, provided to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that Nicole Goldman signed it voluntarily for its stated purpose, as Vice-Chair, Town of Falmouth Historical Commission.

Notary Public
My commission expires:

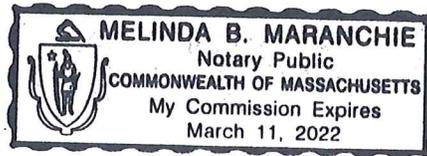
(seal)

Barnstable, ss.

On this 5 day of Nov, 2019, before me, the undersigned notary public, personally appeared Christian Valle, provided to me through satisfactory evidence of identification which was personal knowledge to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that Christian Valle signed it voluntarily for its stated purpose, as Member, Town of Falmouth Historical Commission.

Melinda B Maranchie
Notary Public
My commission expires: 3/11/22

(seal)

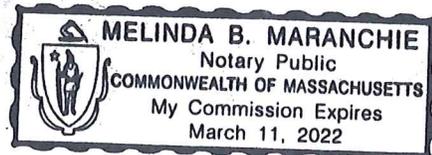


Barnstable, ss.

On this 5 day of Nov, 2019, before me, the undersigned notary public, personally appeared Christopher Warner, provided to me through satisfactory evidence of identification which was personal knowledge to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that Christopher Warner signed it voluntarily for its stated purpose, as Member, Town of Falmouth Historical Commission.

Melinda B Maranchie
Notary Public
My commission expires: 3/11/22

(seal)



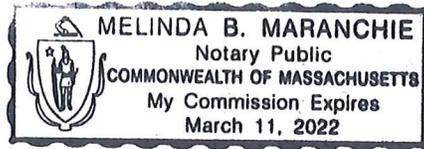
Barnstable, ss.

Barnstable, ss.

On this 5 day of Nov, 2019, before me, the undersigned notary public, personally appeared Annie Dean, provided to me through satisfactory evidence of identification which was personal knowledge to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that Annie Dean signed it voluntarily for its stated purpose, a Member, Town of Falmouth Historical Commission.

Melinda B. Maranchie
Notary Public
My commission expires: 3/11/22

(seal)

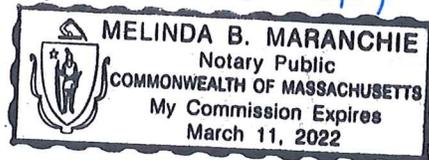


Barnstable, ss.

On this 5 day of Nov, 2019, before me, the undersigned notary public, personally appeared Lee Drescher, provided to me through satisfactory evidence of identification which was personal knowledge to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that Lee Drescher signed it voluntarily for its stated purpose, an Alternate, Town of Falmouth Historical Commission.

Melinda B. Maranchie
Notary Public
My commission expires: 3/11/22

(seal)



APPROVAL BY THE MASSACHUSETTS HISTORICAL COMMISSION

COMMONWEALTH OF MASSACHUSETTS

The undersigned Executive Director and Clerk of the Massachusetts Historical Commission, hereby certifies that the foregoing Preservation Restriction to the Town of Falmouth, acting by and through its Falmouth Historical Commission (Grantee), has been approved by the Massachusetts Historical Commission in the public interest pursuant to MGL, Chapter 184, Section 32.

By: _____
Brona Simon, Executive Director and Clerk

COMMONWEALTH OF MASSACHUSETTS

, ss.

On this ___ day of _____, 2019, before me, the undersigned notary public, personally appeared Brona Simon proved to me through satisfactory evidence of identification which was personal knowledge to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that Brona Simon signed it voluntarily for its stated purpose, as Executive Director and Clerk of the Massachusetts Historical Commission.

Notary Public
My commission expires:

(seal)

EXHIBIT A

LEGAL DESCRIPTION

A certain parcel of land located in Falmouth, Barnstable County, Commonwealth of Massachusetts, together with the buildings thereon, bounded and described as follows:

BEGINNING at a point on the Westerly sideline of Sandwich Road;

THENCE South 15° 48' 25" West by the Westerly sideline of Sandwich Road Three Hundred forty-seven and 77/100 (347.77) feet to a county bound;

THENCE by the Westerly sideline of Sandwich Road by a curve with a radius of Nine hundred twenty-three and 27/100 (923.27) feet, a distance of Four hundred forty-nine and 65/100 (449.65) feet;

THENCE by the Westerly sideline of Sandwich Road South 43° 42' 40" West ninety (90) feet more or less to the center line of Coonamessett River;

THENCE by the center line of Coonamessett River eighty (80) feet more or less to a dike and Lot 1 on a plan hereinafter mentioned;

THENCE in a Northerly, Southwesterly, Westerly and generally Northerly direction by the center line of Coonamessett River to land now or formerly of John Soza;

THENCE South 81° 57' 40" East by land of John Soza Three hundred fifty-five and 92/100 (355.92) feet to Lot 11 on said plan;

THENCE South 8° 02' 20" West by said Lot 11 Ninety-two (92) feet more or less;

THENCE Easterly by Lot 11 Sixty-three (63) feet more or less to a bound;

THENCE Southerly by Lot 12 on said plan, One hundred seventy-six (176) feet more or less to a bound;

THENCE South 74° 11' 35" East by Lot 12 to the Westerly sideline of Sandwich Road and the point of beginning.

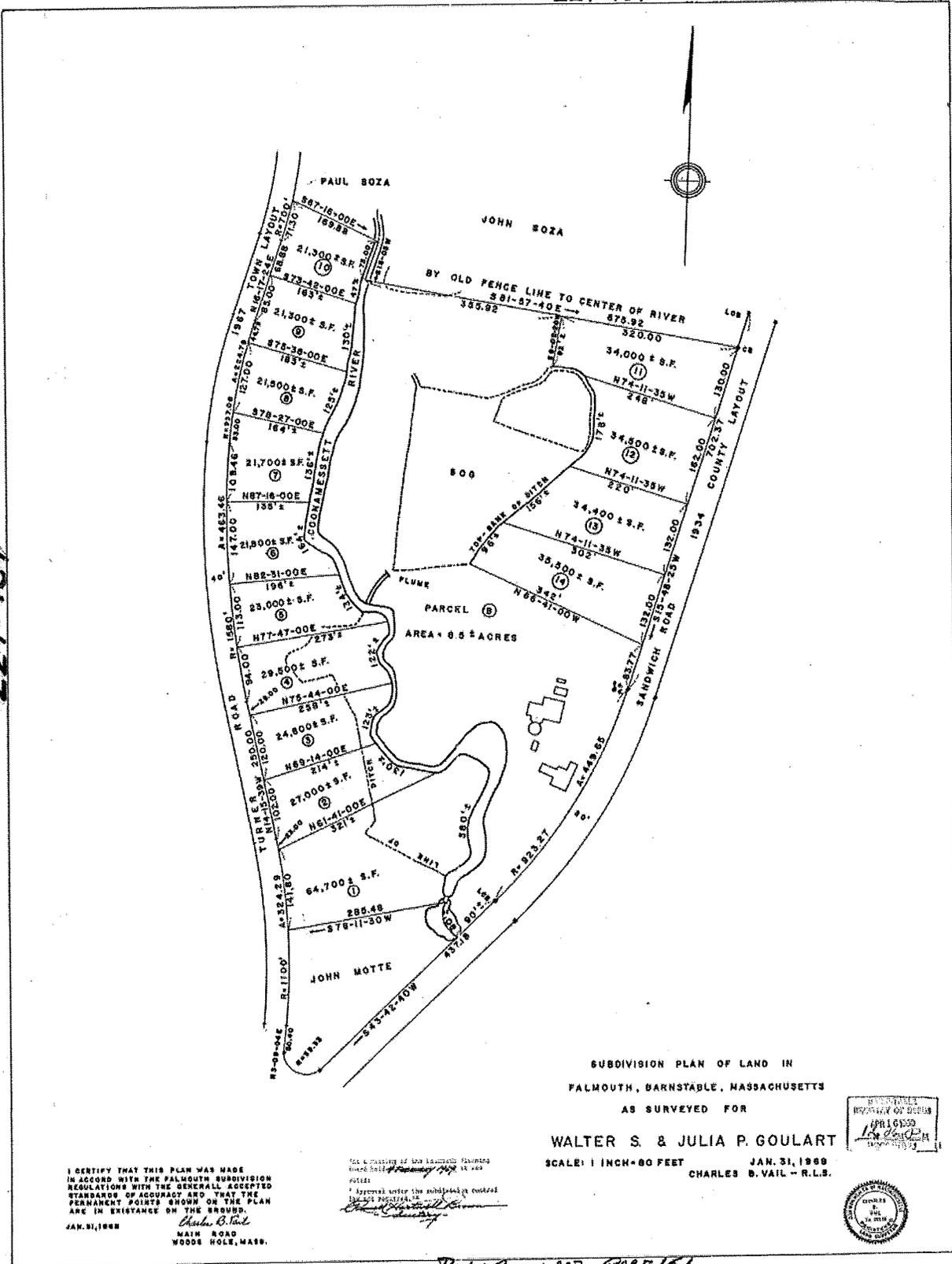
Said land is shown as Lots 13, 14 and Parcel B on a plan entitled "Subdivision plan of land in Falmouth, Barnstable, Massachusetts as surveyed for Walter S. & Julia P. Goulart, Scale: 1 inch = 80 feet, Jan. 31, 1969, Charles B. Vail – R.L.S.," which plan is recorded in the Barnstable Registry of Deeds in Plan Book 227, Page 151.

EXHIBIT B
Plan of Land, Plan Book 227, Page 151, Lot B.

227-151

1782

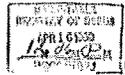
227-151



I CERTIFY THAT THIS PLAN WAS MADE IN ACCORD WITH THE FALMOUTH SUBDIVISION REGULATIONS WITH THE GENERALLY ACCEPTED STANDARDS OF ACCURACY AND THAT THE PERMANENT POINTS SHOWN ON THE PLAN ARE IN EXISTENCE ON THE GROUND.
 JAN. 31, 1969
Charles B. Vail
 MAIN ROAD
 WOODS HOLE, MASS.

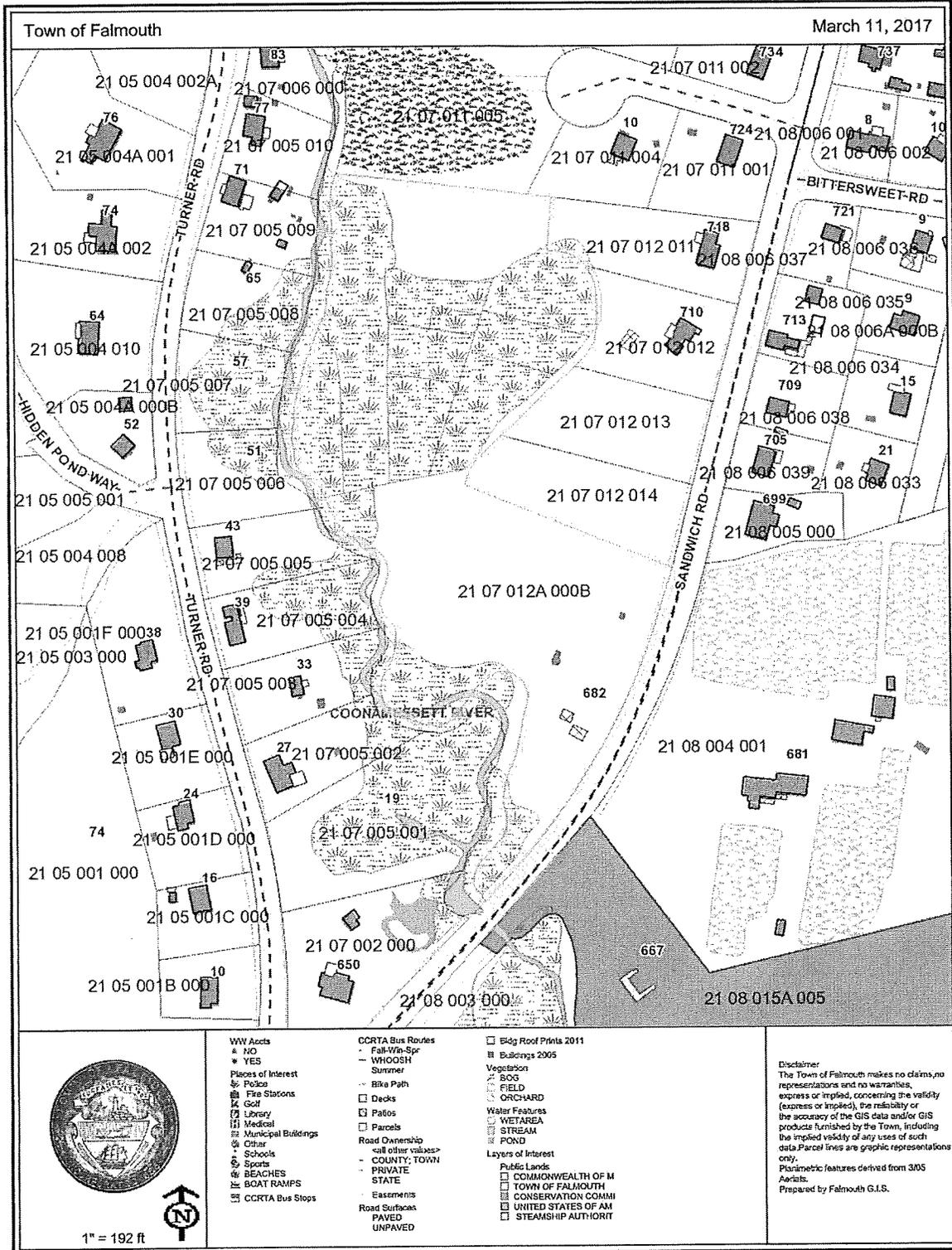
Not a Surveyor of Land in Massachusetts
 Board of Registration of Geographers, No. 14, 1969
 CHIEF:
 Approval under the subdivision control
 Board of Registration of Geographers
Charles B. Vail

SUBDIVISION PLAN OF LAND IN
 FALMOUTH, BARNSTABLE, MASSACHUSETTS
 AS SURVEYED FOR
WALTER S. & JULIA P. GOULART
 SCALE: 1 INCH = 80 FEET JAN. 31, 1969
 CHARLES B. VAIL - R.L.S.



PLAN BOOK 227 - PAGE 151

EXHIBIT C Assessor Parcel Map



Note: Parcel 21 07 012 014 and Parcel 21 07 012 013 are identified as Lots 14 and 13 respectively in the Legal Description (Exhibit A).

EXHIBIT D
Massachusetts Historical Commission Inventory Form F,
prepared by Eric Dray, April, 2019

FORM F – STRUCTURE

MASSACHUSETTS HISTORICAL COMMISSION
 MASSACHUSETTS ARCHIVES BUILDING
 220 MORRISSEY BOULEVARD
 BOSTON, MASSACHUSETTS 02125

Assessor's Number USGS Quad Area(s) Form Number

21 07 012A Falmouth FAL.C FAL.9026
 000B

Town/City: FALMOUTH

Place (neighborhood or village): Hatchville

Address or Location: 682 Sandwich Road

Name: Frank Williams Silo – Sunnyside Farm Silo

Ownership: Public Private

Type of Structure (check one):

- | | |
|--|--------------------------------------|
| <input type="checkbox"/> boat or ship | <input type="checkbox"/> pound |
| <input type="checkbox"/> canal | <input type="checkbox"/> powderhouse |
| <input type="checkbox"/> carousel | <input type="checkbox"/> street |
| <input type="checkbox"/> dam | <input type="checkbox"/> tower |
| <input type="checkbox"/> fort | <input type="checkbox"/> tunnel |
| <input type="checkbox"/> gate | <input type="checkbox"/> wall |
| <input type="checkbox"/> kiln | <input type="checkbox"/> windmill |
| <input type="checkbox"/> lighthouse | |
| <input checked="" type="checkbox"/> other (specify) (Silo) | |

Date of Construction: 1921

Source: Ann Sears

Architect, Engineer or Designer: Unknown

Materials: Ceramic blocks

Alterations (with dates):
 Barn to which this was connected demolished (2011)

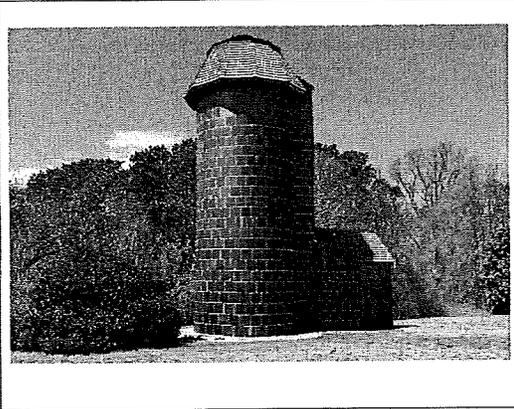
Condition: Good

Moved: no yes **Date:**

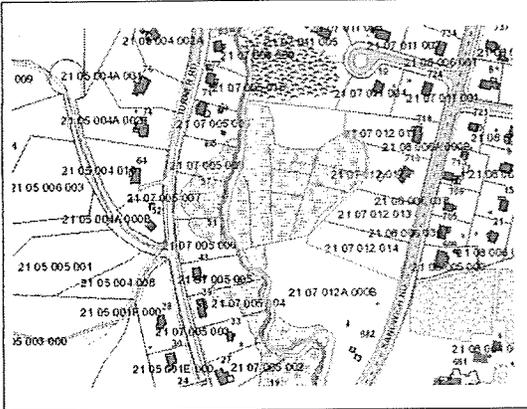
Acreage: 8.5 acres

Setting: This large parcel is located on the west side of Sandwich Road. The surrounding area consists of a combination of residences and a winery across the street. All of the farm buildings except the silo were demolished in 2011. The silo is set back from the street and is surrounded by lawn on all but the west side where the land slopes down to wetland. A gravel parking area is located to the north of the silo.

Photograph



Locus Map



Recorded by: Eric Dray, Preservation Consultant for

Organization: Falmouth Community Preservation Committee

Date (month / year): April 2019

INVENTORY FORM F CONTINUATION SHEET

FALMOUTH

682 SANDWICH ROAD

MASSACHUSETTS HISTORICAL COMMISSION
220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

Area(s) Form No.

FALC FAL.9026

- Recommended for listing in the National Register of Historic Places.
If checked, you must attach a completed National Register Criteria Statement form.

Use as much space as necessary to complete the following entries, allowing text to flow onto additional continuation sheets.

DESIGN ASSESSMENT

Describe important design features and evaluate in terms of other structures within the community.

Ceramic silos were considered the most effective means of preserving and fermenting grasses and corn for use as food for grazing animals in winter. Construction of ceramic silos began in the early 20th century after it was possible to use natural gas to reach high temperatures needed to fire thick tiles. The River Bend silo is a variation of the hollow ceramic block silo developed by the Iowa Experiment Station in 1908. It is built of thick slightly curved double-sided, partially hollow glazed ceramic blocks. The blocks are just over a foot square and almost four inches thick, in varying shades of brown. Each contain several hollow channels. The silo is about 25' tall with a diameter of 10'. River Bend Silo is the only ceramic silo in Falmouth.

The silo includes a one-story ceramic-clad ell that originally connected to the barn. The roof of the ell and the silo itself are clad in wood shingles. The end gable of the one-story ell is clad in wood shingles. The silo roof is faceted to accommodate the circular form. A small square ceramic duct with shed roof rises up the north side of the silo and has a square vertical board door at the top.

HISTORICAL NARRATIVE

Explain the history of the structure and how it relates to the development of the community.

The ceramic tile silo is the surviving structure of a small Hatchville farm. It was built in 1921 and was used to store green fodder – grasses and corn – used as winter feed for cows at a time when the property was used as a dairy farm called Sunnyside. Other buildings included a 1 ½-story farmhouse built in 1793, a spring house to the south, and a ten-cow barn and storage shed to which the silo was attached, also built in 1921.

Hatchville was considered the agricultural heartland of Falmouth. The area was first settled in the early 18th century. The section between Meetinghouse and Turner Roads where the silo is located was the Hatchville village center. This land was first developed by Shubael Lawrence (1788-1841) who built a fulling mill at the River Bend site on the Coonamessett River in 1788 where the river had already been dammed. He built his home near the mill in 1793. The house passed to his son Shubael Jr. (1797-1841), a bachelor who died a few months after his father. He was noted for his philanthropy, including a gift to the town's first high school that required it to be renamed Lawrence Academy. A subsequent owner was Capt. James H. Fisher (1862-1914) who bought the farm from his parents in 1862. He built the cranberry bog at River Bend in the 1890s which went out of production in the 1950s.

Frank Williams of Winchester, an early and wealthy summer resident of Falmouth Heights, bought the 11 acre farm in 1920 along with 19 acres of former orchard across the street. He converted the property into a small dairy farm that he named Sunnyside. He built a new barn and the silo completed in 1921. An undated historic view (see Photo 2) shows the silo in the context of the other farm buildings. The dairy operations ceased by 1927 but Williams summered on the farm until his death in 1939. The house passed to his daughter Ruth Hixon of Melrose. The most recent use for the property was the River Bend Farm Kennel. The 300 Committee purchased the property from the kennel in 2007. The kennel remained in operation until 2011 at which time the kennel was closed and all the buildings except the silo were demolished. The silo was restored in 2013.

Continuation sheet 1

INVENTORY FORM F CONTINUATION SHEET

FALMOUTH

682 SANDWICH ROAD

MASSACHUSETTS HISTORICAL COMMISSION
220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

Area(s) Form No.

FALC FAL 9026



Photo 2. Historic view (undated) of Sunnyside Farm, looking west (source: *River Bend Silo*, Ann Sears).

BIBLIOGRAPHY and/or REFERENCES

Sears, Ann, *River Bend Silo* (unpublished article, Woods Hole Historical Museum collection)

Continuation sheet 2

EXHIBIT E
Five (5) photographs, taken by Eric Dray, September, 2015



Photo 1. View looking south (September, 2015).



Photo 2. View looking north (September, 2015).

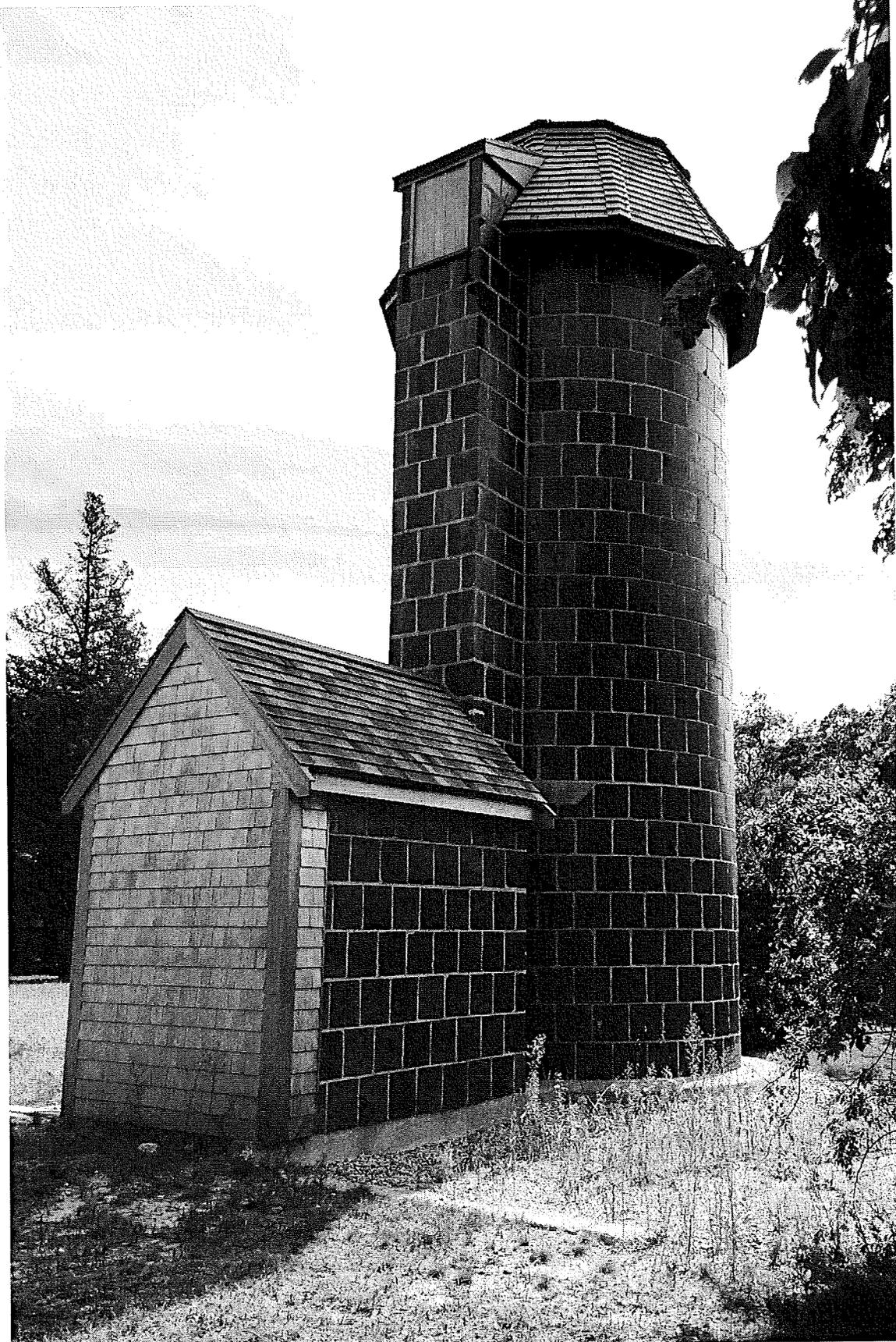


Photo 3. View looking southeast (September, 2015).



Photo 4. View looking northwest (September, 2015).



Photo 5. View from Sandwich Road looking west (September, 2015).

EXHIBIT F RESTRICTION GUIDELINES

The purpose of the Restriction Guidelines is to clarify Paragraph 3.1 of the terms of the preservation restriction, which deals with alterations to the Building and Property. Under this section permission from the Town of Falmouth acting by and through the Falmouth Historical Commission (Grantee) is required for any major alteration. Alterations of a minor nature, which are part of ordinary maintenance and repair, do not require Grantee's review.

A. MAJOR VS. MINOR CHANGES

In an effort to explain what constitutes a minor alteration and what constitutes a major change, which must be reviewed by the Grantee, the following list has been developed. By no means is this list comprehensive: it is only a sampling of some of the more common alterations, which may be contemplated by building owners. In all cases, reference should also be made to the Secretary of Interior Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings (36 C.F.R. 67 and 68).

PAINT

Minor – No surfaces are currently painted.

Major - Painting any surfaces.

ROOFING AND EXTERIOR WALLS

Minor - Spot repair of existing roof cladding or wood shingle siding, including in-kind replacement of red cedar roofing shingles or white cedar wood shingle siding.

Major - Large-scale repair or replacement of roof shingle cladding or wood shingle siding. Repointing of ceramic tile mortar, repair or replacement of ceramic tiles. Structural stabilization of Building is considered a major alteration.

LANDSCAPE

Minor - Routine maintenance landscape including pruning and repair.

Major – Altering, removing or adding significant landscape features that would compromise public views of the Building, including trees, outbuildings, mechanical equipment, and ground disturbance affecting archaeological resources.

Changes classified as major alterations are not necessarily unacceptable. Under the preservation restriction such changes must be reviewed by the Grantee and their impact on the historic integrity of the Property assessed. It is the responsibility of the property owner to notify the Grantee in writing when any major alterations are contemplated. Major alterations may necessitate review of plans and/or specifications. The intent of the Restriction is to enable the Grantee to review proposed alterations and assess their impact on the historical integrity of the structure, not to preclude any future change.

B. KEY FEATURES

Any changes which would impact the exterior envelope of the Building must be reviewed and approved by the Grantee prior to receiving a building permit. Changes shall include both repair and replacement of existing key features and historically-accurate restoration where possible of missing or replaced key features. Grantor will give special consideration to changes which will impact the key architectural features (Key Features) of the building including the following:

Exterior

1. Form: Form, and massing of building, which consists of a 25' tall ceramic silo with one-story connector ell.
2. Facade: Ceramic tiles and surrounding mortar.
3. Roof: Wood roof shingles, including faceted roof form.

Site

Public views: View of Building from Sandwich Road.

C. SPECIFIC STANDARDS FOR EXTERIOR OF BUILDING

The following standards are included to establish a general level of quality for all work, and are considered essential to achieve the Town's primary objective for the Property.

Paint

No elements of the building are currently painted. Wood trim elements (e.g. cornerboards, cornice trim) may be painted if substantiated by historic documentation.

Ceramic Tile

The ceramic tiles are the most important material feature of this Building. Application of sealants is prohibited unless adequate documentation is provided that the sealant will not discolor the tiles over time or effect their permeability adversely.

If ceramic tile requires replacement, replacement tile must match the existing in all visual and material qualities Pursuant to Standard 6 of the Secretary of Interior Standards for Rehabilitation. Alternate materials may be considered for approval if the ceramic tile is not available to be produced.

Shingle Siding

The one-story element of the silo is partially clad in white cedar shingle siding. Replacement siding must match the existing.

Roof

If the roof requires replacement, the faceted roof shape and the use of red cedar shingles is required.

Hatch Door

The small hatch door below the roof of the silo must be replaced-in-kind unless historic documentation provides evidence of another design or material.

Foundation

Maintain parged concrete foundation. If repointing is needed, the mortar must match the color of existing mortar, and be of a composition that is similar or compatible to the existing mortar.

Attached Lighting Fixtures

Light fixtures may not be mounted on the building. Perimeter lighting may be permitted provided it is minimal in appearance.

Visibility from Sandwich Road

No trees, shrubs or other plant material or fencing may be installed that limits the existing viewsheds of the silo from Sandwich Road. The setting around the silo is to remain open, reflecting the agricultural fields that surrounded the silo.

PRESERVATION RESTRICTION AGREEMENT
between the
TOWN OF FALMOUTH, MASSACHUSETTS
and the
WOODS HOLE LIBRARY

THIS PRESERVATION RESTRICTION (this "Restriction"), is made this ____ day of _____, 2019, between the Woods Hole Public Library ("Grantor"), P. O. Box 185, c/o Treasurer Woods, Woods Hole, MA 02543, and the Town of Falmouth acting by and through its Falmouth Historical Commission ("Grantee"), a governmental body in the Commonwealth of Massachusetts.

WITNESSETH:

WHEREAS, Grantor is owner in fee simple of certain real property located at 581 Woods Hole Road, in the Town of Falmouth, Barnstable County, Massachusetts (hereinafter referred to as the "Property"), being that property conveyed by Walter O. Luscombe, Trustee in certain instrument by Bessie C. Howes to George Fisher, Azariah F. Crowell, Franklin L. Gifford and Joseph Walsh, Trustees of Woods Hole Public Library in a deed dated January 3, 1913 and recorded on January 4, 1913 with the Barnstable County Registry of Deeds, Book 317, Page 497, more particularly described in the Legal Description (Exhibit A), attached hereto and incorporated herein by this reference, and shown on an Assessor Parcel Map (Exhibit B), attached hereto and incorporated herein by this reference, said Property including the following building (hereinafter referred to as the "Building");

This one-story, rectangular library was built in 1912-13. The side-gable building, constructed of local fieldstone, rises from a high foundation. The front elevation is symmetrical in design, with a projecting centered entrance pavilion that has a gable roof. The entrance is accessed by a stone stairway with fieldstone, stepped sidewalls. The entrance consists of paired, tongue-in-groove wood doors, with six transom lights above. The doors and transom lights are set in a molded cast concrete surround with projecting molded lintel. The entrance pavilion is flanked by three-part windows with multi-pane transoms (2009 replacements). A concrete beltcourse spans the front (and side) elevations of the library and serves as the sill for these window systems. Both side elevations have large, arched three-part windows with multi-light transoms (also 2009 replacements). Fieldstones are arrayed above these arched windows to form informal lintels. Both side elevations also have two double-hung sash at the basement level with similar lintels. Each side of the projecting entrance pavilion has a small fixed sash, which also have lintels of similar design. The walls of the side elevations rise above the roof line to form parapets. These parapets have concrete capstones. The gable-front entrance pavilion has a similar parapet. The roof is clad in slate. A 1952 one-story, flat-roofed addition spans the rear elevation, and a 1990 two-story, side-gable addition extends this rear addition to the east;

WHEREAS, the Building is historically significant for its architecture, associations and/or archeology, retaining integrity of craftsmanship, setting, materials and design; is located within the Woods Hole Historic District established by the Town of Falmouth on October 20, 1975; is listed in the State Register of Historic Places; and qualifies for the protections of perpetual preservation restrictions under M.G.L. Chapter 184, sections 31-33;

WHEREAS, Grantor and Grantee both recognize the architectural, historic and cultural values (hereinafter "Preservation Values") of the Building and Property, and have the common purpose of preserving the aforesaid preservation values and significance of the Building and Property;

WHEREAS, the Building's and Property's Preservation Values are documented with the following;

Massachusetts Historical Commission Inventory Building Form prepared in April, 2019 by Eric Dray (Exhibit C), attached hereto and incorporated herein by this reference,

Photographs taken by Eric Dray in February, 2017 and April 2018 (Exhibit D), attached hereto and incorporated herein by this reference. Archival prints of these photographs will be stored by the Grantee at Falmouth Town Hall, Historical Commission files.

Exhibit A - Legal Description, Exhibit B - Assessor map, Exhibit C - MHC Inventory Building Form, and Exhibit D - Photographs are hereinafter referred to as the "Baseline Documentation", which Baseline Documentation the parties agree provides an accurate representation of the Building as of the effective date of this grant;

WHEREAS, the grant of a preservation restriction by Grantor to Grantee on the Property will assist in preserving and maintaining the Building and its architectural, historic, and cultural features for the benefit of the people of the Town of Falmouth, Barnstable County, the Commonwealth of Massachusetts, and the United States of America;

WHEREAS, the Town of Falmouth appropriated Community Preservation Act funds in Article 37 of the Town Meeting convened on April 3, 2017, to repair and repoint exterior stone work, all work completed in 2017.

WHEREAS, to that end, Grantor desires to grant to Grantee, and Grantee desires to accept a preservation restriction (the "Restriction") in gross in perpetuity over the Property and the exterior of the Building pursuant to the Act.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Grantor does hereby irrevocably grant and convey unto the Grantee this Restriction in gross in perpetuity over the Property.

1. Purpose. It is the purpose of this Restriction to assure that the architectural, historic, and cultural features of the exterior of the Building, as described and documented in the Baseline Documentation and Exhibit E (Restriction Guidelines), will be retained and maintained forever substantially in their historically-appropriate condition for preservation purposes and to prevent any use or change to the exterior of the Building or the Property that will significantly impair or interfere with the Building's Preservation Values (the "Purpose of this Restriction"). Characteristics that contribute to the architectural and historical integrity of the Property including include, but are not limited to, the setting and location of the Building; and architectural features, materials, appearance, and workmanship of the Building. All Exhibits shall be attached to and recorded with this Restriction.

2.1 Grantor's Covenants: Covenant to Maintain. Grantor agrees at all times and to the best of its ability to maintain the Building and the Property in sound structural condition and good state of

repair in accordance with the terms of this paragraph (allowing for historically-accurate restoration that may be made from time to time). It is the Grantor's intent that the exterior of the Building be maintained in a physical appearance and composition that is as close to its current appearance and composition as is reasonably possible. Grantor's obligation to maintain shall require replacement, repair, and reconstruction by Grantor whenever necessary to preserve the exterior of the Building in sound structural condition and a good state of repair. Subject to the casualty provisions of Paragraphs 7 and 8, this obligation to maintain shall require repair, restoration, replacement, rebuilding, and reconstruction of the Building whenever necessary in accordance with The Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings (36 C.F.R. 67 and 68), as these may be amended from time to time (the "Secretary's Standards"), and in accordance with the Restriction Guidelines in Exhibit E.

2.2 Grantor's Covenants: Prohibited Activities. The following acts or uses are expressly forbidden on, over, or under the Property, except as otherwise conditioned in this paragraph:

- (a) the Building (or any portion thereof) shall not be demolished, removed, moved or razed except as provided in Paragraphs 7 and 8;
- (b) the dumping of ashes, trash, or rubbish is prohibited on the Property; and
- (c) no above-ground utility transmission lines, except those reasonably necessary for the existing Building, may be created on the Property, subject to any utility easements already recorded;

3.1 Conditional Rights Requiring Approval by Grantee. Without the prior express written approval of the Grantee, which approval may not be unreasonably withheld but which may be subject to such reasonable conditions as Grantee in its discretion may determine, Grantor shall not make any changes to the exterior of the Building, including the alteration, partial removal, construction, remodeling, or other physical or structural change, including signs or advertisements (excepting a plaque giving notice of the historic significance of the Building or Property in accordance with Paragraph 6), any change in material or color or any change to the footprint, size, mass, ridgeline, and rooflines of the Building, and removal, replacement or alteration of any character-defining features, such as doors and surrounds and cornice trim. Activities by Grantor to maintain the exterior of the Building which are intended to be performed in accordance with the provisions of Paragraph 2.1, and which are of a minor nature, shall not require the prior approval of the Grantee. For the purposes of this section, interpretation of what constitutes ordinary maintenance of a minor nature is governed by the Restriction Guidelines (Exhibit E).

3.2 Review of Grantor's Requests for Approval. Where Grantee's permission is required under Paragraph 3.1, Grantor shall submit to the Grantee two copies of information (including plans, specifications, and designs where appropriate) identifying the proposed activity with reasonable specificity. In connection therewith, Grantor shall also submit to the Grantee a timetable for the proposed activity sufficient to permit the Grantee to monitor such activity. Within forty-five (45) days of the Grantee's receipt of any plan or written request for approval hereunder, the Grantee shall certify in writing that (a) it approves the plan or request, or (b) it disapproves the plan or request as submitted, in which case the Grantee shall provide Grantor with written suggestions for modification or a written explanation for the Grantee's disapproval. Any failure by the Grantee to act within forty-five (45) days of receipt of Grantor's submission or resubmission of plans or requests shall be deemed to constitute approval by the Grantee of the plan or request as submitted and to permit Grantor to undertake the proposed activity in accordance with the plan or request

submitted so long as the request sets forth the provision of this section relating to deemed approval following the passage of time, provided that nothing herein shall be construed to permit Grantor to undertake any of the activities prohibited hereunder.

3.3 Archaeological Activities. The conduct of archaeological activities, including without limitation survey, excavation, and artifact retrieval, may occur only following the submission of an archaeological field investigation plan prepared by Grantor and approved in writing by the Grantee and the State Archaeologist of the Massachusetts Historical Commission pursuant to M.G.L. c. 9, § 27C and 950 C.M.R. 70.00.

4. Standards for Review. In exercising any authority created by the Restriction to inspect the Building; to review any construction, repair, restoration, alteration, reconstruction or construction; or to review casualty damage or to reconstruct or approve reconstruction of the Building following casualty damage, the Grantee shall apply the Secretary's Standards and the Restriction Guidelines in Exhibit E.

5. Public Access. This Restriction does not require public access.

6. Grantor's Reserved Rights. Subject to the provisions of Paragraphs 2.1, 2.2, and 3.1, the following rights, uses, and activities of or by Grantor on, over, or under the Property are permitted by this Restriction and by the Grantee without further approval by the Grantee:

- (a) the right to engage in all those acts and uses that: (i) are permitted by governmental statute or regulation; (ii) do not substantially impair the Preservation Values of the Building and Property; and (iii) are not inconsistent with the Purpose of this Restriction;
- (b) pursuant to the provisions of Paragraph 2.1, the right to maintain and repair the exterior of the Building strictly according to the Secretary's Standards. As used in this subparagraph, the right to maintain and repair shall mean the use by Grantor of in-kind materials and colors, applied with workmanship comparable to that which was used in the construction or application of those materials being repaired or maintained, for the purpose of retaining in good condition the appearance and construction of the exterior of the Building and Property. The right to maintain and repair as used in this subparagraph shall not include the right to make changes in appearance, materials, colors, and workmanship from that existing prior to the maintenance and repair without the prior approval of the Grantee in accordance with the provisions of Paragraphs 3.1 and 3.2;
- (c) subject to prior review and approval by Grantor, under the terms and conditions of paragraphs 3.1 and 3.2 herein, which approval shall not be unreasonably withheld, the right to new construction on the Property not attached to the Building, and not blocking the view of the Building from public ways, subject to all applicable licenses, permits, and approvals, provided in addition that any new construction shall meet the Secretary's Standards; and
- (d) the right to provide and maintain a plaque on the Property giving notice of the historical significance of the Building, subject to Grantee's reasonable approval.

7. Casualty Damage or Destruction. In the event that the Building shall be materially damaged or destroyed by fire, flood, windstorm, hurricane, earth movement, or other casualty, Grantor shall notify the Grantee in writing within fourteen (14) days of the damage or destruction, such notification including what, if any, emergency work has already been completed. No repairs to or reconstruction of the exterior of any type, other than emergency work to prevent further damage to the structural integrity of the Building or the exterior of the Building, shall be undertaken by

Grantor without the Grantee's prior written approval of the work. Within seventy-five (75) days of the date of damage or destruction, if required by the Grantee, Grantor at its expense shall submit to the Grantee a written report prepared by a qualified restoration architect and an engineer who are acceptable to the Grantor and the Grantee, which report shall include the following:

- (a) an assessment of the nature and extent of the damage;
- (b) a determination of the feasibility of the restoration of the Building and/or reconstruction of damaged or destroyed portions of the Building; and
- (c) a report of such restoration/reconstruction work necessary to return the Building to the condition existing at the date hereof.

8. Review After Casualty Damage or Destruction. If, after reviewing the report provided in Paragraph 7 and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under Paragraph 9, Grantor and the Grantee agree that the Purpose of the Restriction will be served by such restoration/reconstruction, Grantor and the Grantee shall establish a schedule under which Grantor shall complete the restoration/reconstruction of the Building in accordance with plans and specifications consented to by the parties up to at least the total of the casualty insurance proceeds available to Grantor.

If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under Paragraph 9, Grantor and the Grantee agree that restoration/reconstruction of the Building is impractical or impossible, or agree that the Purpose of the Restriction would not be served by such restoration/reconstruction, Grantor may, with the prior written consent of the Grantee, alter, demolish, remove or raze the Building, and/or construct new improvements on the Property. In the event that the Building is razed or removed with the approval of the Grantee, Grantor and Grantee may agree to seek to extinguish this Restriction in accordance with the laws of the Commonwealth of Massachusetts and Paragraph 21 hereof.

If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under Paragraph 9, Grantor and the Grantee are unable to agree that the Purpose of the Restriction will or will not be served by such restoration/reconstruction, the matter may be referred by either party to binding arbitration and settled in accordance with the Commonwealth of Massachusetts arbitration statute then in effect, and all other applicable laws, rules, regulations, and ordinances.

9. Insurance. Grantor shall keep the Building insured by an insurance company rated "A-" or better by Best's, or is current-day equivalent, as the case may be, for the full replacement value against loss from the perils commonly insured under standard fire and extended coverage policies and comprehensive general liability insurance against claims for personal injury, death, and property damage. Property damage insurance shall include change in condition and building ordinance coverage, in form and amount sufficient to replace fully the damaged Building without cost or expense to Grantor or contribution or coinsurance from Grantor. Grantor shall deliver annually and within ten (10) business days of any additional written request by the Grantee, certificates of such insurance coverage. Upon presentation of evidence by the Grantee that the insured value is less than the actual replacement value, then the Grantor shall purchase additional insurance sufficient to cover the actual replacement value. In the event that such a presentation has been made that the insurance is insufficient, the Grantor shall pay for the Grantee's cost in procuring such evidence. Provided, however, that whenever the Property is encumbered with a

mortgage or deed of trust nothing contained in this paragraph shall jeopardize the prior claim, if any, of the mortgagee/lender to the insurance proceeds.

10. Hold Harmless. Grantor hereby agrees to protect, hold harmless, and defend Grantee, its boards, commissions, appointees, agents, directors, employees, or independent contractors from and against any and all claims, liabilities, expenses, costs, damages, losses, and expenditures (including reasonable attorneys' fees and disbursements hereafter incurred) arising out of or in connection with injury to or death of any person as a result of the existence of this Restriction; physical damage to the Building and the Property; the presence or release in, on, or about the Building and the Property, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any law, ordinance, or regulation as a hazardous, toxic, polluting or contaminating substance; or other injury or other damage occurring on or about the Building and the Property; unless such injury, death, or damage is caused by Grantee or its boards, commissions, appointees, agents, directors, employees, or independent contractors.

11. Written Notice. Any notice which either Grantor or Grantee may desire or be required to give to the other party shall be in writing and shall be mailed postage prepaid by overnight courier, facsimile transmission, registered or certified mail with return receipt requested, or hand delivered as follows:

To Grantor: Woods Hole Public Library
P. O. Box 185
C/o Treasurer Woods
Woods Hole, MA 02543

To Grantee: Town of Falmouth by and through
Falmouth Historical Commission
Falmouth Town Hall
59 Town Hall Square
Falmouth, MA 02540

or to such address as any of the above parties shall designate from time to time by written notice to the other. In the event no current address is known or can be reasonably obtained for the party to which notice is intended to be given, then the party giving notice shall publish such notice in a newspaper of general circulation covering on at least a weekly basis the Town of Falmouth, or its modern-day functional equivalent.

12. Evidence of Compliance. Upon request by Grantor, Grantee shall promptly furnish Grantor with certification that, to the best of Grantee's knowledge, Grantor is in compliance with the obligations of Grantor contained herein, or that otherwise evidences the status of this Restriction to the extent of Grantee's knowledge thereof.

13. Inspection. Upon reasonable prior notice to Grantor, there is hereby granted to Grantee and its representatives the right to enter the Property at reasonable times and in a reasonable manner for the purpose of inspecting the same to determine compliance with this Preservation Restriction Agreement. Grantee shall inspect the property a minimum of one time per year.

14. Grantee's Remedies The rights hereby granted shall include the right to enforce this Agreement by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including, without limitation, relief requiring restoration of the Property to its condition prior to the time of the injury complained of (it being agreed that Grantee shall have no remedy at law), and shall be in addition to and not in limitation of any other rights and remedies available to Grantee; provided, however, prior to commencement of any legal proceedings the Grantee shall first send a written notice of its intention to pursue legal action with a statement of the factual and legal basis of such claim and within thirty (30) days of receipt of such notice by the Grantor both parties shall enter in good faith into mediation with a mutually agreeable neutral third-party trained in resolving disputes. The expense of mediation shall be split evenly between the parties.

Provided that a violation of this Agreement is acknowledged by Grantor or determined by a court of competent jurisdiction to have occurred, Grantor covenants and agrees to reimburse Grantee all reasonable costs and expenses (including without limitation reasonable counsel fees) incurred in enforcing this Agreement or in taking reasonable measure to remedy, abate any violation thereof. By its acceptance, Grantee does not undertake any liability or obligation relating to the condition of the Property, including with respect to compliance with hazardous materials or other environmental laws and regulations. This Agreement shall be enforced by Grantee in its sole discretion. Nothing herein shall impose upon the Grantee any affirmative obligation or liability relating to the condition of the Property. Failure by the Grantee to enforce any provision or condition set forth herein, or to exercise any rights hereby conveyed, shall not constitute a release or waiver of any such right or condition.

15. Notice from Government Authorities. Grantor shall deliver to Grantee copies of any notice of violation or lien relating to the Building and the Property received by Grantor from any government authority within five (5) days of receipt by Grantor. Upon request by Grantee, Grantor shall promptly furnish Grantee with evidence of Grantor's compliance with such notice or lien where compliance is required by law.

16. Notice of Proposed Sale. Grantor shall promptly notify Grantee in writing of any proposed sale of the Property and provide the opportunity for Grantee to explain the terms of the Restriction to potential new owners prior to sale closing.

17. Runs with the Land. Except as provided in Paragraphs 8 and 21, the obligations imposed by this Restriction shall be effective in perpetuity and shall be deemed to run as a binding servitude with the Property. This Restriction shall extend to and be binding upon Grantor and Grantee, their respective successors in interest and all persons hereafter claiming under or through Grantor and Grantee, and the words "Grantor" and "Grantee" when used herein shall include all such persons. Any right, title, or interest herein granted to Grantee also shall be deemed granted to each successor and assign of Grantee and each such following successor and assign thereof, and the word "Grantee" shall include all such successors and assigns.

Anything contained herein to the contrary notwithstanding, an owner of the Property shall have no obligation pursuant to this instrument where such owner shall cease to have any ownership interest in the Property by reason of a *bona fide* transfer. The restrictions, stipulations and covenants contained in this Restriction shall be inserted by Grantor, verbatim or by express reference, in any subsequent deed or other legal instrument by which Grantor divests itself of either the fee simple title to or any lesser estate in the Property or any part thereof, including by way of example and not limitation, a lease of all or a portion of the Property.

18. Assignment. In the event that Grantee shall cease to function in its present capacity, Grantee may convey, assign, or transfer this Restriction to a unit of federal, state, or local government or to a similar local, state, or national organization that is a charitable corporation or trust qualified under the Act to hold a preservation restriction, provided that any such conveyance, assignment or transfer requires that the Purpose for which the Restriction was granted will continue to be carried out. Grantor shall give prior written approval of such conveyance, assignment, or transfer by Grantee, such approval not to be unreasonably withheld.

19. Alternate Designee. Grantee may, at its discretion, remove and replace its designee to administer, manage, and enforce this Restriction, provided that any new designee is qualified as such under the Act and other applicable law.

20. Recording and Effective Date. Grantor shall do and perform at its own cost all acts necessary to the prompt recording of this instrument in the Barnstable County Registry of Deeds. Grantor and Grantee intend that the restrictions arising under this Restriction take effect on the day and year this instrument is recorded in the Barnstable County Registry of Deeds.

21. Extinguishment. Grantor and Grantee hereby recognize that an unexpected change in the conditions surrounding the Property may make impossible the continued ownership or use of the Property for the Purpose of this Restriction and necessitate extinguishment of the Restriction. Such a change in conditions may include, but is not limited to, partial or total destruction of the Building resulting from casualty. Such an extinguishment must meet all the requirements of the Act and the Laws of the Commonwealth for extinguishment, including approvals by the Town of Falmouth and the Massachusetts Historical Commission following public hearings to determine that such extinguishment is in the public interest.

In the event of a sale of the Property, any proceeds of sale attributable to improvements in the Building funded by the Grantor's Community Preservation Fund shall be deposited into the Grantor's Community Preservation Fund in accordance with M.G.L. c. 44B ("Chapter 44B"). Should the Grantee's Community Preservation Fund no longer exist for any reason, such as the Grantor having opted out of Chapter 44B, the proceeds shall be used in a manner consistent with the preservation purpose set forth herein as a continuing trust.

22. Condemnation. If all or any part of the Property is taken under the power of eminent domain by public, corporate, or other authority, or otherwise acquired by such authority through a purchase in lieu of a taking, Grantor and Grantee shall join in appropriate proceedings at the time of such taking to recover the full value of those interests in the Property that are subject to the taking and all incidental and direct damages resulting from the taking. All expenses reasonably incurred by Grantor and Grantee in connection with such taking shall be paid out of the recovered proceeds. Such recovered proceeds shall be paid in the manner as set forth in Paragraph 21.

23. Insertion in Subsequent Instruments

Grantor shall insert a reference to this Agreement, such reference to include Registry book and page number of this Agreement, into any subsequent deed or other legal instrument by which Grantor divests itself of either the fee simple title or any lesser estate in the Property. Concurrently, with its entering into any such deed or other legal instrument, Grantor shall give written notice to Grantee of same. Failure by Grantor to comply with the requirements of this paragraph 23 shall not affect the validity, enforceability or priority of this Agreement or any lien arising hereunder.

24. Interpretation. The following provisions shall govern the effectiveness, interpretation, and duration of the Restriction:

- (a) Any rule of strict construction designed to limit the breadth of restrictions on alienation or use of the Property shall not apply in the construction or interpretation of this Restriction and this instrument shall be interpreted broadly to affect its Purpose and the transfer of rights and the restrictions on use herein contained.
- (b) This instrument may be executed in two counterparts, one of which is to be retained by Grantor and the other, after recording, to be retained by Grantee. In the event of any disparity between the counterparts produced, the recorded counterpart shall in all cases govern. Except as provided in the preceding sentence, each counterpart shall constitute the entire agreement of the parties.
- (c) This instrument is made pursuant to the Act, but the invalidity of such Act or any part thereof shall not affect the validity and enforceability of this Restriction according to its terms, it being the intent of the parties to agree and to bind themselves, their successors and their assigns in perpetuity to each term of this instrument whether this instrument be enforceable by reason of any statute, common law or private agreement either in existence now or at any time subsequent hereto.
- (d) Nothing contained herein shall be interpreted to authorize or permit Grantor to violate any ordinance or regulation relating to building materials, construction methods, or use. In the event of any conflict between any such ordinance or regulation and the terms hereof Grantor promptly shall notify Grantee of such conflict and shall cooperate with Grantee and the applicable governmental entity to accommodate the purposes of both this Restriction and such ordinance or regulation.
- (e) The invalidity or unenforceability of any provision of this Restriction shall not affect the validity or enforceability of any other provision of this Restriction.

25. Amendment. If circumstances arise under which an amendment to or modification of this Restriction would be appropriate, Grantor and Grantee may by mutual written agreement jointly amend this Restriction, provided that no amendment shall be made that will adversely affect the qualification of this Restriction or the status of Grantee under any applicable law. Any such amendment shall be consistent with the protection of the Preservation Values of the Property and the Purpose of this Restriction; shall not affect its perpetual duration; shall not permit any private inurement to any person or entity; and shall not adversely impact the overall architectural and historic values protected by this Restriction. Any such amendment shall be effective when the requirements of the Act with respect to amendments have been met and the amendment is recorded in the Barnstable County Registry of Deeds. Nothing in this paragraph shall require Grantor or Grantee to agree to any amendment or to consult or negotiate regarding any amendment.

TO HAVE AND TO HOLD, the said Preservation Restriction, unto the said Grantee and its successors and permitted assigns forever.

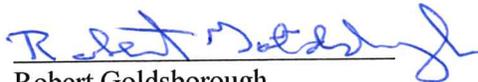
IN WITNESS WHEREOF, Grantor and Grantee have set their hands under seal on the days and year set forth below.

GRANTOR: Woods Hole Public Library
By and through its President, Board of Directors


Robert Pelletreau

and

Woods Hole Public Library
By and through its Treasurer, Board of Directors


Robert Goldsborough

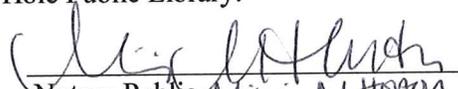
COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this 26th day of April, 2019, before me, the undersigned notary public, personally appeared Robert Pelletreau, provided to me through satisfactory evidence of identification which was drivers license to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that Robert Pelletreau signed it voluntarily for its stated purpose, as President, Board of Directors, of Woods Hole Public Library.



(seal)

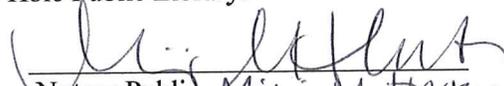

Notary Public Mimi M Horton
My commission expires: May 24, 2024

Barnstable, ss.

On this 26th day of April, 2019, before me, the undersigned notary public, personally appeared Robert Goldsborough, provided to me through satisfactory evidence of identification which was drivers license to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that Robert Goldsborough signed it voluntarily for its stated purpose, as Treasurer, Board of Directors, of Woods Hole Public Library.



(seal)


Notary Public Mimi M Horton
My commission expires: May 24, 2024

APPROVAL AND ACCEPTANCE BY TOWN OF FALMOUTH

On _____, 2019, the Falmouth Board of Selectmen, by majority vote, voted to Approve and Accept this Agreement.

GRANTEE: **TOWN OF FALMOUTH, MASSACHUSETTS**
Board of Selectmen:

Megan English Braga, Chairman

Douglas C. Brown, Vice-Chairman

Douglas H. Jones

Susan L. Moran

Samuel H. Patterson

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this ___ day of _____, 2019, before me, the undersigned notary public, personally appeared Megan English Braga, provided to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that Megan English Braga signed it voluntarily for its stated purpose, as Chairman, Town of Falmouth Board of Selectmen.

Notary Public
My commission expires:

(seal)

Barnstable, ss.

On this ___ day of _____, 2019, before me, the undersigned notary public, personally appeared Douglas C. Brown, provided to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that Douglas C. Brown signed it voluntarily for its stated purpose, as Vice-Chairman, Town of Falmouth Board of Selectmen.

Notary Public
My commission expires:

(seal)

Barnstable, ss.

On this ___ day of _____, 2019, before me, the undersigned notary public, personally appeared Douglas H Jones, provided to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that Douglas H. Jones signed it voluntarily for its stated purpose, as Member, Town of Falmouth Board of Selectmen.

Notary Public
My commission expires:

(seal)

Barnstable, ss.

On this ___ day of _____, 2019, before me, the undersigned notary public, personally appeared Susan L. Moran, provided to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that Susan L. Moran signed it voluntarily for its stated purpose, as Member, Town of Falmouth Board of Selectmen.

Notary Public
My commission expires:

(seal)

Barnstable, ss.

On this ___ day of _____, 2019, before me, the undersigned notary public, personally appeared Samuel H. Patterson, provided to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that Samuel H. Patterson signed it voluntarily for its stated purpose, as Member, Town of Falmouth Board of Selectmen.

Notary Public
My commission expires:

(seal)

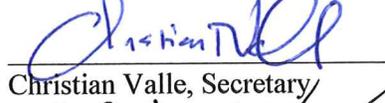
ACCEPTANCE BY FALMOUTH HISTORICAL COMMISSION

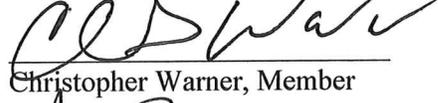
On Sept 3, 2019, the Falmouth Historical Commission, by majority vote, voted to Accept this Agreement.

Historical Commission:


Ed Haddad, Chairman

Nicole Goldman, Vice Chairman


Christian Valle, Secretary


Christopher Warner, Member


Annie Dean, Member

Lee Drescher, Alternate

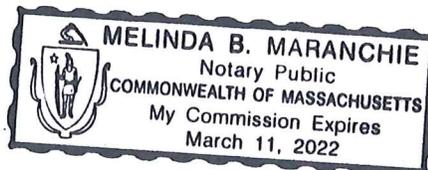
COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this 3 day of Sept, 2019, before me, the undersigned notary public, personally appeared Ed Haddad, provided to me through satisfactory evidence of identification which was personal knowledge to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that Ed Haddad signed it voluntarily for its stated purpose, as Chair, Town of Falmouth Historical Commission.


Notary Public
My commission expires: 3/11/22

(seal)



Barnstable, ss.

On this ___ day of _____, 2019, before me, the undersigned notary public, personally appeared Nicole Goldman, provided to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that Nicole Goldman signed it voluntarily for its stated purpose, as Vice-Chair, Town of Falmouth Historical Commission.

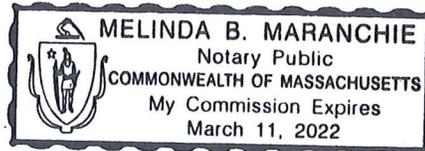
Notary Public
My commission expires:

(seal)

Barnstable, ss.

On this 3 day of Sept, 2019, before me, the undersigned notary public, personally appeared Christian Valle, provided to me through satisfactory evidence of identification which was personal knowledge to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that Christian Valle signed it voluntarily for its stated purpose, as Secretary, Town of Falmouth Historical Commission.

Melinda B. Maranchie
Notary Public
My commission expires: 3/11/22

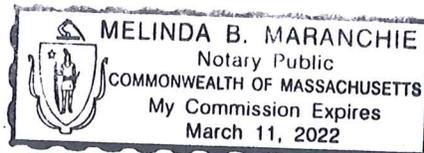


(seal)

Barnstable, ss.

On this 3 day of Sept, 2019, before me, the undersigned notary public, personally appeared Christopher Warner, provided to me through satisfactory evidence of identification which was personal knowledge to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that Christopher Warner signed it voluntarily for its stated purpose, as Member, Town of Falmouth Historical Commission.

Melinda B. Maranchie
Notary Public
My commission expires: 3/11/22

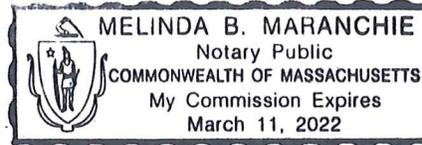


(seal)

Barnstable, ss.

On this 3 day of Sept, 2019, before me, the undersigned notary public, personally appeared Annie Dean, provided to me through satisfactory evidence of identification which was personal knowledge to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that Annie Dean signed it voluntarily for its stated purpose, a Member, Town of Falmouth Historical Commission.

Melinda B Maranchie
Notary Public
My commission expires: 3/11/22



(seal)

Barnstable, ss.

On this ___ day of _____, 2019, before me, the undersigned notary public, personally appeared Lee Drescher, provided to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that Lee Drescher signed it voluntarily for its stated purpose, an Alternate, Town of Falmouth Historical Commission.

Notary Public
My commission expires:

(seal)

APPROVAL BY THE MASSACHUSETTS HISTORICAL COMMISSION

COMMONWEALTH OF MASSACHUSETTS

The undersigned Executive Director and Clerk of the Massachusetts Historical Commission, hereby certifies that the foregoing Preservation Restriction to the Town of Falmouth, acting by and through its Falmouth Historical Commission (Grantee), has been approved by the Massachusetts Historical Commission in the public interest pursuant to MGL, Chapter 184, Section 32.

By: _____
Brona Simon, Executive Director and Clerk

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this ___ day of _____, 2019, before me, the undersigned notary public, personally appeared Brona Simon proved to me through satisfactory evidence of identification which was personal knowledge to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that Brona Simon signed it voluntarily for its stated purpose, as Executive Director and Clerk of the Massachusetts Historical Commission.

Notary Public
My commission expires:

(seal)

EXHIBIT A

LEGAL DESCRIPTION

The land, with subsequent improvements thereon, in Falmouth, Massachusetts described in a 1913 deed, Book 317, Page 497, bounded as follows: Beginning at a stone post at the southeast corner of the premises, on the county road, by land now or formerly of Sarah B. Fay, thence westerly one hundred feet, more or less along said county to land now or formerly of Rebecca E. Davis; thence northerly by said last mentioned land to land now or formerly of Azariah F. Crowell; thence easterly by said Crowell land to a stone post at land now or formerly of said Sarah B. Fay; thence southerly by said last named land to the point of beginning.

EXHIBIT B Assessor Map

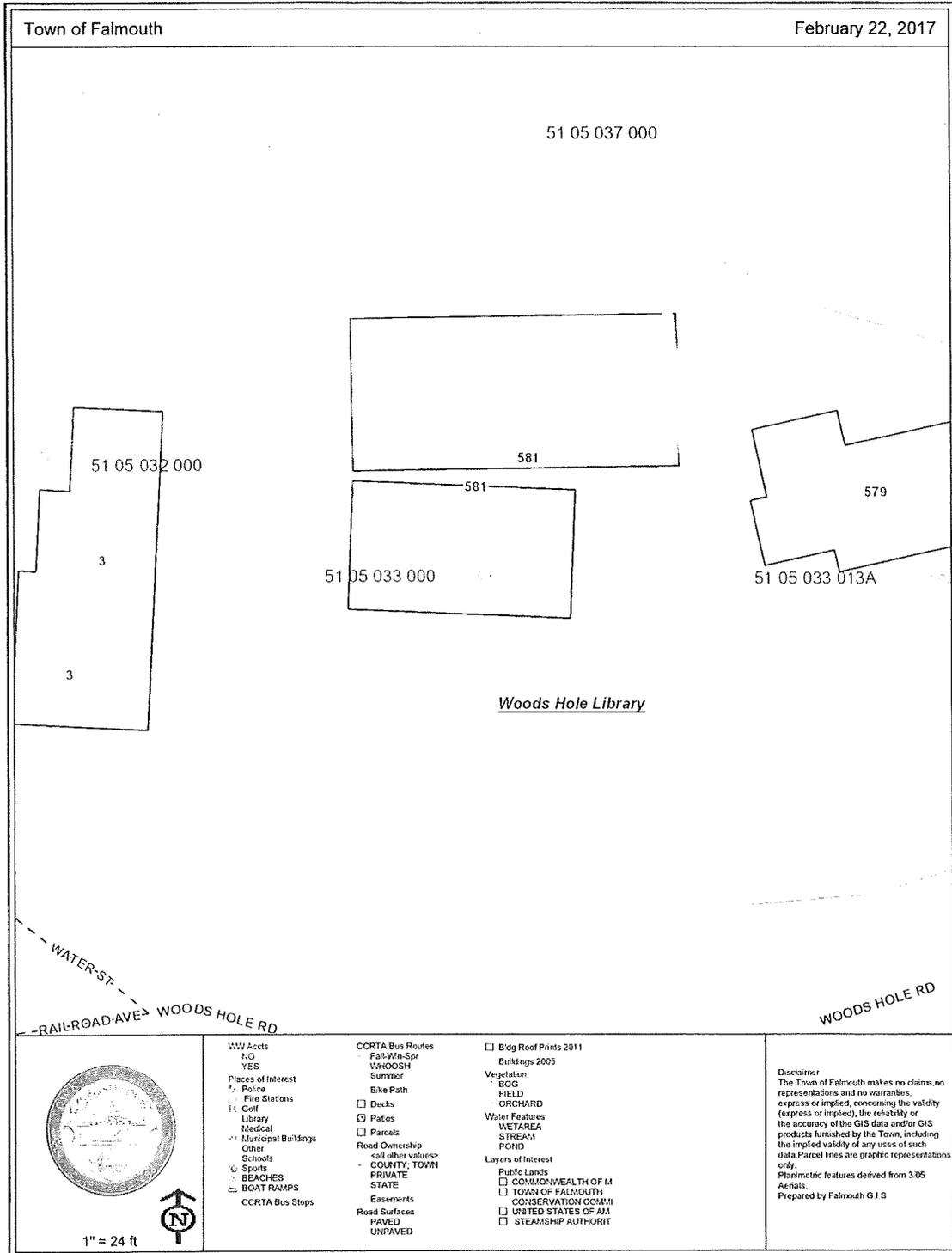


EXHIBIT C
MHC INVENTORY BUILDING FORM, prepared by Eric Dray, April 2019

FORM B – BUILDING

MASSACHUSETTS HISTORICAL COMMISSION
 MASSACHUSETTS ARCHIVES BUILDING
 220 MORRISSEY BOULEVARD
 BOSTON, MASSACHUSETTS 02125

Assessor's Number USGS Quad Area(s) Form Number

51 05 033 000 Falmouth FAL.W.
AL FAL.644
LHD 10/20/75

Town/City: FALMOUTH

Place: *(neighborhood or village):* Woods Hole

Address: 581 Woods Hole Road

Historic Name: Woods Hole Public Library

Uses: Present: Institutional (Library)

Original: Institutional (Library)

Date of Construction: 1912-13

Source: Deed research

Style/Form: Craftsman

Architect/Builder: Ernest A. Sterling (1951 addition),
Tully and Ingersoll (1990 addition)

Exterior Material:

Foundation: Fieldstone

Wall/Trim: Fieldstone, clapboard/ stone, wood

Roof: Slate

Outbuildings/Secondary Structures:

Fieldstone retaining wall (see cover photo), boulder in front inscribed "Woods Hole Library" (see Photo 3)

Major Alterations (with dates):

Rear addition (1951)

East addition (1990)

New windows (2009)

New slate roof (2012)

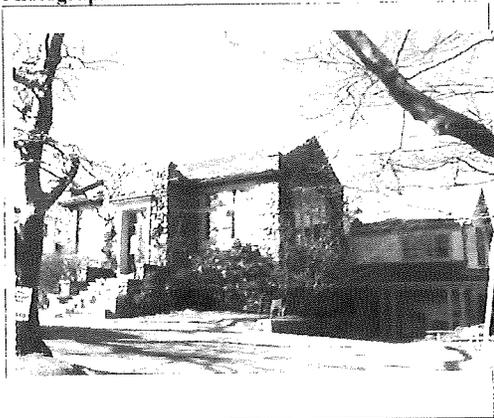
Condition: Good

Moved: no yes **Date:**

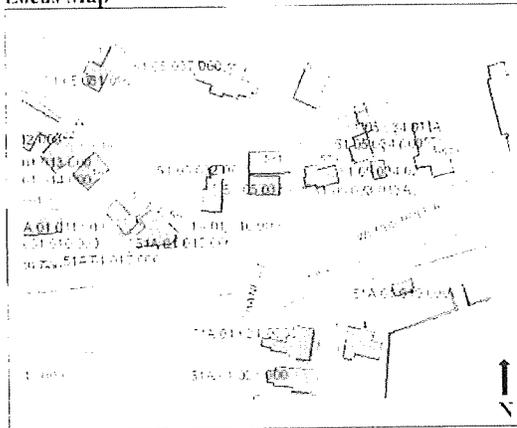
Acreage: 0.25 acres

Setting: This library is located on the north side of Woods Hole Road just east of the commercial heart of Woods Hole. The surrounding area includes a mix of 19th and 20th century residential and commercial buildings (including residential buildings now converted to institutional or other uses), most set close to the street on small parcels. This parcel rises slightly from the street. The building is set back on the parcel with an oval asphalt driveway spanning across the front elevation. The parcel is landscaped with lawn, mature deciduous trees and mature foundation plantings. A fieldstone retaining wall spans across and close to the east elevation of the original library. Within the arch of the driveway is a small boulder with "Woods Hole Library" inscribed (see Photo 3)

Photograph



Locus Map



Recorded by: Eric Dray, Preservation Consultant for

Organization: Falmouth Historical Commission

Date (month/year): April, 2019

INVENTORY FORM B CONTINUATION SHEET
MASSACHUSETTS HISTORICAL COMMISSION
220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

FALMOUTH

581 WOODS HOLE ROAD

Area(s) Form No.

FAL.W.AL

FAL.644

Recommended for listing in the National Register of Historic Places.

Use as much space as necessary to complete the following entries, allowing text to flow onto additional continuation sheets.

ARCHITECTURAL DESCRIPTION:

Describe architectural features. Evaluate the characteristics of this building in terms of other buildings within the community.

This modest one-story, Craftsman-style library was built in 1912-13. The rectangular side-gable building, constructed of local fieldstone, rises from a high foundation. The front elevation is symmetrical in design, with a projecting centered entrance pavilion that has a gable roof. The entrance is accessed by a stone stairway with fieldstone, stepped sidewalls. The entrance consists of paired, tongue-in-groove wood doors, with six transom lights above. The doors and transom lights are set in a molded cast concrete surround with projecting molded lintel. Centered above the entrance is a concrete tablet inscribed with "Woods Hole Library." On either side of the door are wall-mounted metal torch wall sconces with milk glass globes. The entrance pavilion is flanked by three-part windows with multi-pane transoms. The flat lintels of these window systems rise up to the roof eave. These are replacement windows that were installed in 2009 (replacing what were themselves replacement windows installed in 1991). A concrete beltcourse spans the front (and side) elevations of the library and serves as the sill for these window systems.

Both side elevations have large, arched three-part windows with multi-light transoms (also 2009 replacements). Fieldstones are arrayed above these arched windows to form informal lintels. Both side elevations also have two double-hung sash at the basement level with similar lintels. Each side of the projecting entrance pavilion has a small fixed sash, which also have lintels of similar design.

The walls of the side elevations rise above the roof line to form parapets. These parapets have cast concrete capstones. The gable-front entrance pavilion has a similar parapet. The roof was originally clad in slate. This slate was replaced in 2012 with Vermont slate selected to match as nearly as possible the original, and now consists of 70% royal purple and 30% SW green slate.

In 1952, a one-story addition was built, designed by Falmouth architect Ernest A. Sterling, which spans the rear elevation of the original library. This addition has a flat roof, is clad in wood clapboard siding and has minimal fenestration (see Photo 2). A wood accessibility ramp rises along the west elevation of this addition. In 1990, a two-story addition with gable roof, designed by Tully and Ingersoll Architects, was built to the east of the 1952 addition (see cover Photo). This addition is also clad in wood clapboard siding. Fenestration includes grouped, multi-light, double-hung sash. A breezeway in front of this east addition crosses the boundary line of the adjacent property (under same ownership), but the breezeway is not attached to the adjacent building (579 Woods Hole Road, FAL.477).

Note: The Library is listed in MACRIS as 579 Woods Hole Road (it is now 581), and the adjacent property to the east is listed as 573 Woods Hole Road, FAL.477 (it is now 579).

HISTORICAL NARRATIVE

Discuss the history of the building. Explain its associations with local (or state) history. Include uses of the building, and the role(s) the owners/occupants played within the community.

(Narrative derived, in part, from the 1990 version of this Form B)

The Woods Hole Social Library was formed in 1873. The Association issued 89 shares at \$2/share and purchased books which they set up in the basement of the Asa Shiverick House (11 School Street, FAL.651). In 1879, the library moved to the basement of the newly completed Liberty Hall (68 Water Street, FAL.615) and from there to several other temporary locations.

In 1902, the land on which this library would be built was conveyed from Sarah F. Fay to Bessie C. Howes (Book 260/ Page 256). In 1909, Howes sold this property for \$1,600 to Walter O. Luscombe (Book 298/ Page 452). It was conveyed to Luscombe "to hold the said property and keep same intact until completion of an organization to be formed within the village of Woods Hole for the maintenance and operation of a public library...." In 1910, a group of winter and summer residents, including Luscombe, came

Continuation sheet 1

INVENTORY FORM B CONTINUATION SHEET

MASSACHUSETTS HISTORICAL COMMISSION
220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

FALMOUTH

581 WOODS HOLE ROAD

Area(s) Form No.

FAL.W, AL

FAL.644

together to incorporate as the Woods Hole Public Library. Over the next three years, building plans were drawn up, and \$5,000 was raised for a new library building. On January 3, 1913, Luscombe conveyed this property to the Trustees of the Woods Hole Public Library. Three days later, the Woods Hole Public Library was opened. The library occupies the site of the Davis and Gardner Houses which were demolished in 1903.

The Woods Hole Historical Collection was instituted in 1973 in accordance with the original charter to provide "a collection of maps, charts, surveys, medals, coins, pictures, in other objects and material of cultural, historical and artistic value". In 1976, the Bradley House to the east, which had been donated to the library by the descendants of Joseph Story Fay, opened as a museum of local history (579 Woods Hole Road, FAL.477).

BIBLIOGRAPHY and/or REFERENCES

Barnstable County Registry of Deeds
1990 Form B, FAL.644, Candace Jenkins
Woods Hole Historical Collection, Woods Hole Library files.
<https://woodsholepubliclibrary.org/about/library-history/>



Photo 2. View of left (west) and front elevations, looking northeast.



Photo 3. View looking northwest.

Continuation sheet 2

EXHIBIT D
Photographs, taken by Eric Dray, February 2017 and April 2018



Photo 1. South (front) elevation.



Photo 2. Front (south) and right side (east) elevations.



Photo 3. Right side (east) elevation.



Photo 4. Front (south) and left side (west) elevations.

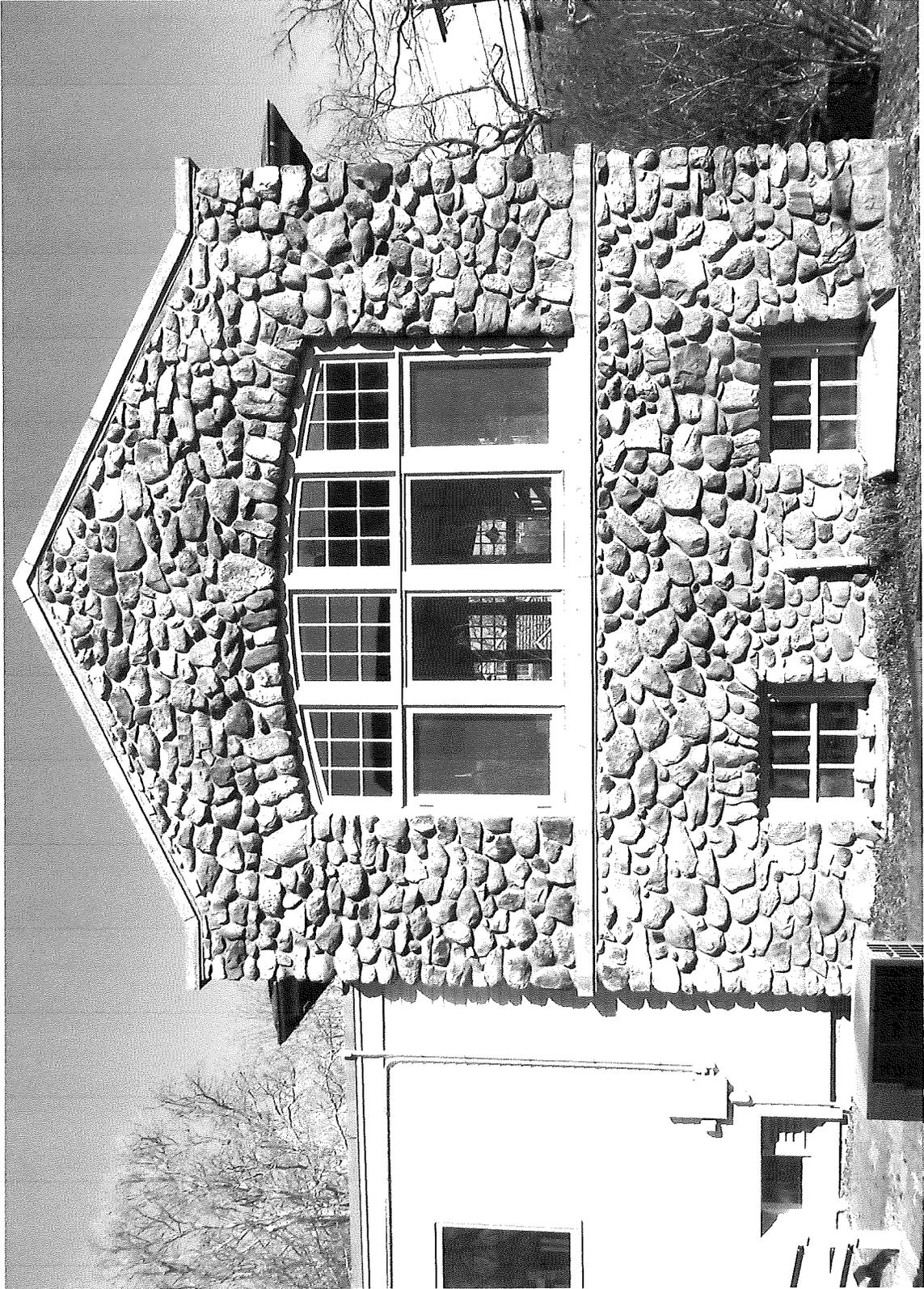


Photo 5. Left side (west) elevation.



Photo 6. Left (west) and rear (north) elevations of 1952 addition.

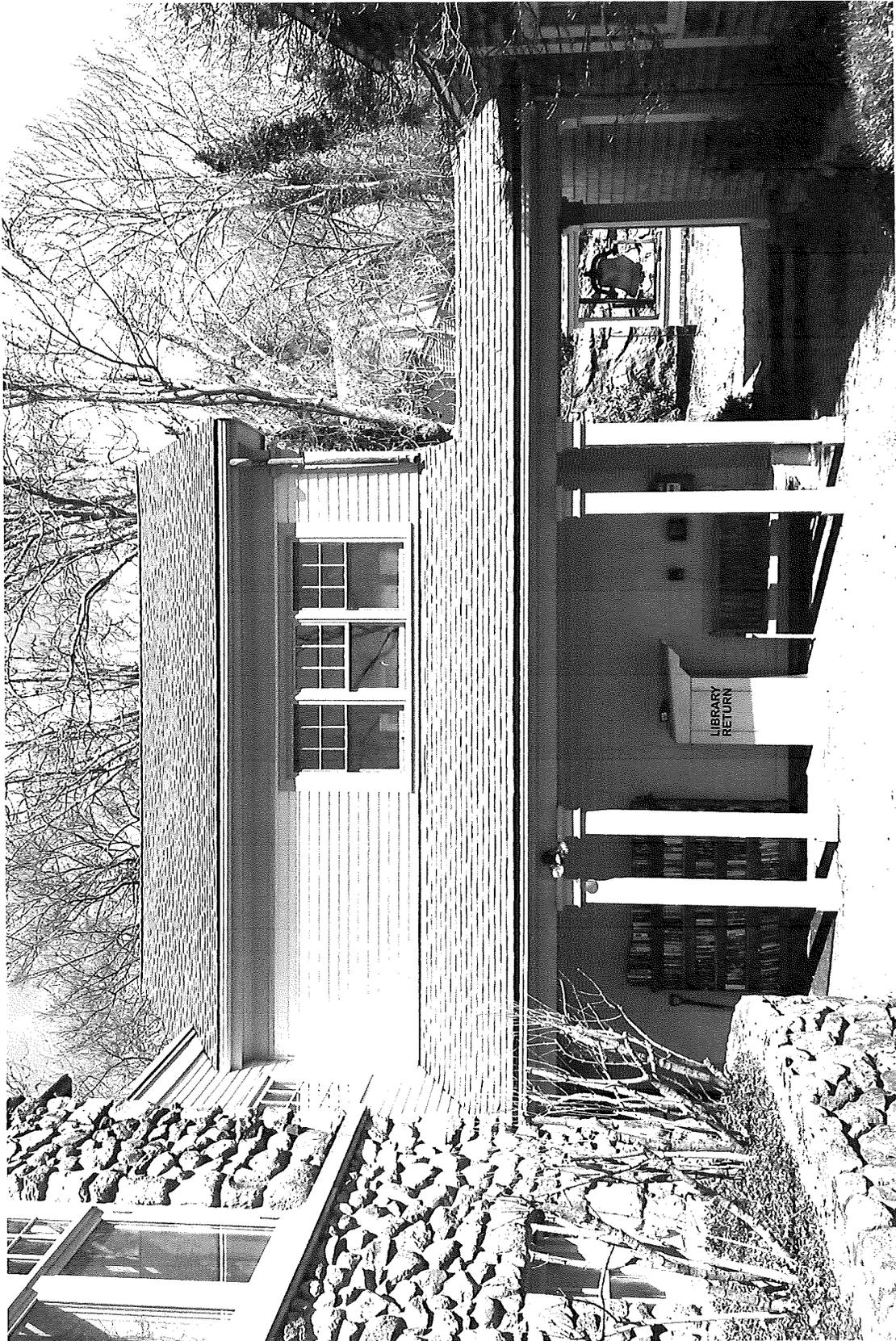


Photo 7. Front (south) elevation of 1990 addition.



Photo 8. East side elevation of 1990 addition.

EXHIBIT E

RESTRICTION GUIDELINES

1. PREAMBLE

The purpose of these Guidelines is to assist the Property Owner (the Grantor) and the Town of Falmouth, and its designated agent, the Falmouth Historical Commission (the Grantee) in retaining the substance and character of the Building located at 581 Woods Hole Road, Falmouth, Barnstable County, Massachusetts (the Property), by establishing standards and procedures for maintenance and improvements in accordance with the principles established in this Preservation Restriction (the Restriction).

These Guidelines are not intended to freeze the Property in time but rather to provide standards and procedures to making changes. These Guidelines are administered by the Grantee. All references herein to approval by the Grantee refer to the process established in Paragraph 3 of the Restriction.

2. GENERAL PROVISIONS

In view of the importance to the Town of preserving the Property's character and integrity, both with respect to the Property and in context with the surroundings, the following overall guidelines shall apply:

2.1 The appearance of the Building shall be maintained and not altered. All changes must be approved by the Grantee.

2.3 Necessary reconstruction or replacement of any portion of the Building shall reproduce the existing Exterior and Interior features and components, except as specifically indicated in these Guidelines. The Building may not be elevated from its original foundation height, or have its roofline raised.

2.4 Alterations and additions shall maintain the character of the Building and shall be designed to have minimal impact on the view from the street. All changes and additions must be approved by the Grantee.

2.5 Modifications of landscaping and site features shall be in keeping with the character of the Property, subject to approval by the Grantee.

3. GENERAL REQUIREMENTS AND REVIEW PROCEDURES

3.1 Work Subject to Review

3.1.1 Approval by the Grantee is not required for ordinary maintenance and replacement of existing fabric in accordance with the Secretary's Standards and these Guidelines. The right to maintain and repair shall mean the use by the Grantor of in-kind materials and colors, applied with workmanship comparable to that which was used in the construction or application of those materials being repaired or maintained, for the purpose of retaining in good condition the appearance and construction of the Property. The right to maintain and repair shall not include the right to make changes in

appearance, materials, material colors and workmanship from that existing prior to the maintenance and repair without the prior approval of the Grantee.

3.1.2 All other non-maintenance changes and additions are subject to review by the Grantee. Approval of any proposed work must be granted in writing by the Grantee in advance of the commencement of construction.

3.2 Review Standards and Procedures

3.2.1 Review procedures, including those conducted for emergency repair and replacement, shall generally be conducted in accordance with applicable provisions of the following:

3.2.2 Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings (36 C.F.R. 67 and 68).

3.2.4 Determinations by the Grantee relating to work subject to review shall be based on the primary objective of retaining the substance and character of the Property, in accordance with the general provisions of Paragraph 2 of these Guidelines.

3.3 Submittal and Documentation Requirements

Material required for review may include such documentation as scale drawings, renderings, specifications, and product descriptions and samples.

3.4 Qualifications of Consultants and Contractors

3.4.1 All design work shall be performed by an architect currently licensed in Massachusetts, preferably with historical renovation and reconstruction experience.

3.4.2 All construction, except simple maintenance projects, shall be performed by contractors currently licensed in Massachusetts, preferably with a minimum of five years of experience in historical renovation and reconstruction.

4. BUILDING RENOVATION AND CONSTRUCTION STANDARDS

4.1 General Standards

The purpose of the Restriction Guidelines is to clarify paragraph three of the terms of the preservation restriction, which deals with alterations to the Property. Under this section permission from the GRANTEE is required for any major alteration. Alterations of a minor nature, which are part of ordinary maintenance and repair, do not require GRANTEE review.

4.2 Key Features

Any changes which would impact the exterior envelope of the Building must be reviewed and approved by the Grantee prior to receiving a building permit. Changes shall include both repair and replacement of existing key features and historically-accurate restoration where possible of missing or replaced key features. Grantor will give special consideration to changes which will impact the key architectural features (Key Features) of the Building including the following:

Exterior

1. Fieldstone foundation and elevations with stone trim and coping.
2. Polychromatic slate roofing.

3. Recessed Front Entrance with double-leaf wood doors, transom light above and stone lintel, accessed by stone tiered steps.
4. Replacement windows which replicated original pattern of large single lights below multi-light transoms.
5. Stone beltcourse below first story and stone pedimented parapet walls on side gables and front entrance gable.

Site

View of Building from Woods Hole Road.

5. SPECIFIC STANDARDS

The following standards are included to establish a general level of quality for all work, and are considered essential to achieve the Town's primary objective for the Property.

1. *Paint*: Changes in exterior paint colors must be historically appropriate and must be approved by the Grantee.
2. *Roof material*: Existing polychromatic slate roofing shingles were installed in 2013-4. If replacement is required, replacement must match the existing in color, size and material.
3. *Foundation and exterior walls*: If repointing is needed, the mortar must match the joint depth, profile and color of existing mortar, and be of a composition that is similar or compatible to the existing mortar. If replacement fieldstones are required, they must match the existing in color and size. Sealants are not permitted on the masonry or mortar.
4. *Dormers and Skylights*: New dormers and skylights are not permitted.
5. *Trim and Decoration*: Maintain original trim as possible, replace-in-kind if necessary.
6. *Windows*: Most window were replaced with thermal windows in 2009, matching the original windows in muntin pattern and color. If these windows require replacement, the new windows must match the existing or return to wood, true-divided windows, replicating the original window systems. Original wood windows which have not been replaced, including the transom window over the front entrance, must be repaired and, if the existing original windows require replacement, they must be replaced-in-kind, i.e. wood, single-glazed, true-divided sash.
7. *Storm windows*: Storm windows or storm panels are allowed on original wood windows provided they match the color of the underlying window surround and the meeting rails must align with the meeting rails of the window sash.
8. *Doors and storm doors*: Original front doors must be restored if possible and if not, must be replaced-in-kind. Replacement of other doors must be wood, and be compatible in design, color, and finish of existing historic doors, as approved by the Grantee. Storm doors are allowed provided they are as visually minimal as possible, including use of full-light panels to maximize visibility of the underlying doors, as approved by the Grantee.
9. *Building-Attached Lighting Fixtures*: Light fixtures may be used but must be minimal in appearance, appropriate to the Building.
10. *Equipment*: Window mounted HVAC or other ventilation equipment are not permitted. Openings made for HVAC or other equipment on the exterior of the Building must be located in a manner that does not detract from the Building.
11. *Additions*: A large portion of the rear flat-roofed addition was built in 1951-52. This flat-roofed addition was expanded and a new gable-roofed element was built in 1989-90. Any new additions must comply with the Secretary of Interior Standards for Rehabilitation.
12. *Exterior landscape features*: Exterior landscape features, including plantings, trees, walkways and fences must not obscure the view of the Building from the street.