

APPLICATION FOR COMMUNITY PRESERVATION

Date: December 1, 2019

Updated 3-11-2020

Name of Applicant: Brewster Open Space Committee

Name of Co-Applicant(s), if applicable: _____

Contact Individual: Elizabeth Taylor, Chairman

Mailing Address: Town Hall 2198 Main Street Brewster, MA 02631

Daytime Phone: 508-896-3701 x 1149 **e-mail:** "etaylor@brewster-ma.gov"

Name of Proposal: 106 McGuerty Road (Field/Kelley Property)

Address of Proposal (or assessor's parcel ID): Map 94, Parcel 82-0 – 10.41 acres at 106 McGuerty Road

PROJECT SYNOPSIS:

This acquisition represents one of the last remaining large lots abutting the western boundary of Brewster's Freeman's Way Wellfields and within the eastern District of Critical Planning Concern that protect the Town's wellfields. The total lot size is 11.79 acres. The Town wishes to acquire the eastern 10.41 acres of the lot (final acreage to be determined by pending survey). Aside from being 100% within the Zone 2 Contribution to Public Water Supply, this property also falls 100% within BioMap2 Critical Natural Landscape, is 100% within Massachusetts Natural Heritage and Endangered Species Program ("NHESP") Priority Habitat of Rare Species and 100% within NHESP Estimated Habitat of Rare Wildlife. The Town Board of Water Commissioners, Town Natural Resources Department, Conservation Commission, Open Space Committee, Selectmen and Town Administrator support this purchase, as does the non-profit Brewster Conservation Trust (BCT). The gross purchase price for the 10.41 acres is \$370,500.00 (again, as confirmed by survey as to final acreage).

The Water Commissioners have voted to contribute \$70,000.00 towards this acquisition. The Brewster Conservation Trust has committed to contributing \$30,000.00 toward this purchase and hold the required Conservation Restriction. The Town will also apply for a State LAND grant.

Category (circle all that apply): **OPEN SPACE** **Historic Preservation** **Recreation** **Community Housing**

CPA funding requested **\$ 325,500**

Total Cost of Proposed Project **\$395,500**

Includes \$25,000 to cover associated expenses, such as appraisals, surveys, etc.

1. PROJECT DESCRIPTION:

This acquisition represents one of the last remaining large lots abutting the western boundary of Brewster's Freeman's Way Wellfields and within the eastern District of Critical Planning Concern that protect Brewster's wellfields. The total lot size is 11.79 acres. The Town wishes to acquire 10.41 acres, the eastern ¾'s of the lot (final acreage to be determined by pending survey).

(Map 3.1 & 3.2)

This property is 100% within Brewster's Zone 2 Contribution to Public Water Supply, which produces the best drinking water in New England for an estimated 7,000 households. The property is also within, Brewster's Eastern District of Critical Environmental Concern and the Marine Water Recharge Area to the Pleasant Bay Estuary Area of Critical Environmental Concern. The purchase of parcels within Zone 2s in Brewster, is the top priority of the Open Space Committee. The Water Commissioners have voted to contribute \$70,000.00 towards this acquisition.

The Town Board of Water Commissioners, Town Natural Resources Department, Conservation Commission, Open Space Committee, Selectmen and Town Administrator support this purchase, as does the non-profit Brewster Conservation Trust. The gross purchase price for the 10.41 acres is \$370,500.00 (again, as confirmed by survey as to final acreage). The Brewster Conservation Trust has committed to contributing \$30,000.00 toward this purchase and will hold the required Conservation Restriction. The Town will also apply for a State LAND grant.

2. CPA GOALS/CRITERIA:

The goals of this project encompass many of the Community Preservation general criteria areas for community preservation and enhancement serving the purposes of Open Space and Recreation; saving resources that would otherwise be threatened; leveraging public funds and enhancing existing Town resources; all contributing to the preservation of Brewster's unique character.

Preservation of these 10.41 acres will provide:

Open Space Protection By:

- a. Permanently preserving important wildlife habitat, areas that are of significance for biodiversity, diversity of geological features/types of vegetation, habitat types that are in danger of vanishing from Brewster; habitats of threatened/endangered species of plants or animals.*
- b. Serving to enhance and protect existing wildlife corridors, promoting connectivity of habitat and preventing the fragmentation of such habitats.*
- c. Protecting drinking water quantity and quality*
- d. Preserving and protecting important surface water bodies, pond watersheds*
- e. Preserving a priority parcel in the Town's Open Space Plan and Priority Pond Parcel Plan to maximize the amount of open space land owned by the Town of Brewster*

a/e. Permanently protecting wildlife habitat, biodiversity/preserving a high priority parcel identified using a composite value ranking in the Town's Open Space Plan

The dominant forest community found here is typical of maritime forests found on Cape Cod, consisting of dense pitch-pine and oak, with an understory of Black Huckleberry, Lowbush Blueberry, Arrowwood Viburnum, Common Bracken Fern and a groundcover of Canada Mayflower, Trailing Arbutus and Checkerberry. This area has been a woodland for at least the last 100 years and therefore represents a high quality undisturbed forest with trees of significant age. It is considered Prime Forest Habitat by the State. These acquisitions will preserve intact a large unfragmented forest ecosystem identified by the Cape Cod Commission as within a Significant Natural Resource Area. Undisturbed, unfragmented forest interiors on Cape Cod are crucial locations for declining populations of breeding Neotropical migrant bird species, such as Scarlet Tanagers, Wood Thrushes and Warblers, according to State Ornithologist Brad Blodget.

Loss of Forested Lands

Brewster ranked in the “Top 20 Massachusetts Towns in Forest Lost to Residential Development (by acres lost)” from 1985 to 1999. Since then, the rate has slowed, but Brewster still ranks in the top 11 percent of all Mass. towns in this regard. (Source: “Losing Ground: At What Cost?” Mass. Audubon Society, 2003 & 2009). Brewster was also cited as one of five towns in the Top 25 for rare species diversity relative to forest loss. In sum, Brewster has lost more than 1,300 acres of its forest to sprawl since 1985, placing its extensive upland habitats at risk.

Preventing these acres from being developed would not only preclude fragmentation of the habitat, but also prevent additional residential intrusions, such as dogs, noise, light and traffic, from penetrating deeper into these important wildlife habitats. There is also a psychological footprint from development that far exceeds its physical footprint. This parcel abuts one of the few frontier areas left in Brewster where there are no paved roads, no public water supply distribution system, no sewer, no gas pipelines, etc. With large tracts of unbroken forest still intact in this area, it is not surprising that it is a strategic place to preserve remaining lands that serve as the base for so much natural resource protection.

The parcel is wholly (100%) within the MA Natural Heritage and Endangered Species Program (MNHESP) BioMap2 Core Habitat and Critical Natural Landscapes, the two highest-ranked designations for wildlife habitat diversity, quality and persistence. Eastern Box Turtles are known to enjoy this forest. There are no travelled roads within these woodlands, so wildlife disturbance and conflicts are rare. (**Map 3.3 & 3.4**)

b. Serving to enhance and protect existing wildlife corridors, promoting connectivity of habitat and preventing the fragmentation of such habitats.

This property directly abuts other Town and Brewster Conservation Trust conservation lands. These parcels and the adjacent wellfields, form contiguous forested uplands, which provide prime habitat for numerous migratory and native species, many of which require large unfragmented woodlands in order to establish territories, find food and successfully reproduce.

c. Protecting drinking water quantity and quality:

Protection of water quality and drinking water supplies are some of the most important issues facing the Cape. It is critical that Brewster permanently preserve land to protect current and future water supplies for the residents of Brewster, Orleans, Harwich and Dennis by protecting all Zone IIs within Brewster’s border as well as lands that make up critical pond recharge areas and marine watersheds. (**Map 3.5**)

- In 1994, Brewster's Ground Water Protection District was established for over 4,000 acres in the southeastern and southwestern sections of Town due to the location of wellfields and the overall sensitivity of the area’s groundwater resources as substantiated by the EPA’s Sole Source Aquifer national designation;
- Under DEP regulations, towns are intended to protect each other’s Zone IIs; this acquisition would advance that objective.

And clearly, the water is good; Brewster has recently been designated as having the ‘Best Drinking Water in New England’ from the New England Water Works Association. The Brewster Water Commissioners support this acquisition. (**Letter 4.2**)

d. Marine and Freshwater Recharge Areas

Total Maximum Daily Loads (TMDLs) for nitrogen have already been established for the Pleasant Bay Marine Watershed. The Town will likely be required to reduce its nitrogen production in this watershed. Any reduction or prevention of development within this watershed is a step towards preventing increased nitrogen inputs in the future. (**Attachment 3.5**)

2. RECREATION

This site would provide public access to an unfragmented woodland via footpath for walking, nature observation and other passive activities. Existing uses of abutting areas include hiking, Nordic skiing, horseback riding, walking and birdwatching. These lands also contain numerous old trails, most likely part of historic north-south Native American pathways which ran from Cape Cod Bay to Nantucket Sound. These trails could be linked to abutting conservation parcels as well as Water Department lands and linked to Nickerson State Park. The Cape-wide CapeWalk that occasionally takes place over a nine-day stretch with hikers crossing from Provincetown to Falmouth, would find trails that would enhance the Walk.

Recreational Benefits:

- a. Expanding the range of passive recreational opportunities available to all ages of Brewster residents and visitors.*
- b. Providing connection with existing trails or potential trail linkages to conservation areas*

When the Town of Brewster updated its Open Space and Recreation Plan in 2013, additional goals were added to “Ensure preservation of a variety of rural recreational activities and high-quality natural environments in close proximity to all residential areas. Green pathway linkages connecting various sections of Town with each other and to neighboring towns add regional benefit and contribute towards completion of the Cape Cod Pathways.”

Every Town survey that has been done indicates that residents and visitors alike want more walking and bike trails. This site provides public access to an unfragmented woodland via footpath for walking, nature observation and other passive activities. Existing uses of the area include hiking, Nordic skiing, horseback riding, walking and birdwatching.

3. COMMUNITY BENEFITS:

This acquisition will provide multiple benefits to numerous populations. The current population of Brewster (9,287) will benefit, as will Brewster’s 35,000+ annual visitors, many of whom will be able to enjoy this area.

The Brewster voters have been approving land acquisition for over 45 years, accumulating over 1,100 acres to protect their drinking water and surface waters, wildlife corridors, rare and endangered species habitats and massive recreation areas. This parcel has been identified as important for wellfield, watershed and habitat protection. It has been endorsed by the Select Board, Town Administrator, Natural Resources Department, Conservation Commission, Water Commissioners and Open Space Committee.

4. COMMUNITY SUPPORT:

The 1991, 1999 and 2013 Town of Brewster surveys found that residents value the preservation of public lands for accessible peaceful recreation. In 2018, the Town completed the Vision Plan, the result of a significant public participation process which included three series of workshops and a public survey to gauge the importance of actions to achieve the vision. The Vision Plan is built on eight “building blocks” which include Open Space and Water Resources. These two building blocks received the highest rankings of importance in the public survey, and the single action which received the highest ranking of all the nearly 70 actions in the Plan was “Identify and protect priority parcels in sensitive natural resource areas, particularly in designated drinking water supply areas”. Throughout the planning process, citizens noted the contribution of open space to Brewster’s character, the protection of water resources and natural habitat, and passive recreation.

- The Water Resources Goal: Protect Brewster’s fresh water system to preserve high quality drinking water and maintain or improve the health of our ponds and marine watersheds.
 - Protect Town wellfields by expanding open space and other measures.
 - Protect the water quality of the Town’s marine watersheds

- The Open Space Goal clearly indicated overwhelming support from residents to “maintain and expand open space to provide public recreation, protect fragile natural habitat and protect water resources.”
 - Provide more walking trails, and expand access to recreational areas.
 - Prioritize environmentally sensitive areas for preservation
 - Ensure that existing funding continues and additional funding sources are made available to acquire priority open space parcels.

This acquisition fits squarely within these goals and purposes, clearly reflecting the priorities and Vision of Brewster’s residents.

The Town is happy to have the assistance of several partners in this project. The Brewster Conservation Trust has provided assistance in negotiations and is willing to hold a Conservation Restriction over the parcel. The Compact of Cape Cod Conservation Trusts, Inc. has provided negotiation and technical assistance to the Town on this acquisition and will draft the Conservation Restriction. The Water Commissioners voted to contribute \$70,000 towards this acquisition. **(Letter 4.2)**. The Brewster Conservation Trust committed to contributing \$30,000 and will hold the Conservation Restriction. **(Letter 4.3)**

The following letters of support and comment are appended as **LETTERS: 4**

- 4.1.** Brewster Conservation Commission, Noelle Aguiar, Conservation Administrator
- 4.2** Paul Anderson, Superintendent, Brewster Water Department, Brewster Water Commissioners
- 4.3** Brewster Conservation Trust, Amy Henderson, Executive Director

5. PROJECT TIMELINE:

The seller and Town anticipate closing on or before January 31, 2021. The Town will apply for a State L.A.N.D. grant in early summer of 2020. The Town will convey a Conservation Restriction to the Brewster Conservation Trust shortly thereafter. The Town will prepare a land management plan and comply with all other L.A.N.D. grant requirements by April 2021 in order to complete the project in advance of the state’s fiscal year end of June 30, 2021.

2019: November 19, 2019: Owners agree to bargain sale of \$281,000 (\$50,000 per acre, as determined by 2020 land survey, minus \$150,000 donated value [i.e. discount]); Offer to Purchase signed by all parties.

December - Open Space Committee submits application to Community Preservation Committee; BCT committed to contributing \$30,000, Water Department pledged support of \$70,000. Purchase and Sale Agreement signed by all parties. Based on the survey, the purchase price is amount is now \$370,500.00. The Purchase & Sale Agreement allowed for an increase or decrease in the final purchase price, based on results of a survey.

2020: May- Town Meeting approves purchase price;

Town engages appraiser to update the value for State LAND grant application

April- Surveyor engaged to begin new perimeter plan for taking

June- Conservation Commission and Select Board agree to support State Land Grant application; Restriction (CR) drafted for State docketing; Appraisal is updated

July- Town Conservation Commission submits LAND grant application; State comments on draft CR

November- State issues LAND grant awards

December- Town signs LAND contract; State signs final CR after local approvals

2021: January-Closings: Town takes the land and conveys CR to Brewster Conservation Trust
February-Town prepares management plan and submits to State for review and comment;
March-Town and BCT approve final management plan (trails, parking etc.)
Spring-Management plan implementation
June-Final date for submittal of LAND grant compliance documents

6. CREDENTIALS:

The Brewster Conservation Commission will have custody and control of this conservation area. The Natural Resources Department and the Conservation Commission currently control and manage over 1,100 acres of land. The Brewster Conservation Trust (BCT) will hold the Conservation Restriction, which will enable it to also participate in maintenance and management of this conservation area.

7. BUDGET:

<u>PROPOSED PROJECT COSTS</u>	<u>AMOUNT</u>	<u>COMMENTS</u>
Land Acquisition Cost	\$370,500	Town appraiser Linda Coneen has \$500,000.00 for Estimation of Fair Market Value as of Dec. 2019
Grant application services	\$ 3,500	Consultant services for LAND grant (The Compact)
Appraisal for State LAND grant specs	\$ 2,500	Linda Coneen will do State LAND grant spec Report/appraisal spring 2020
Town Counsel (KP Law)	\$ 10,000	Closing costs, due diligence: Legal, Title, Registry etc.
Miscellaneous due diligence	\$ 2,000	Conservation Restriction drafting & approval; State grant compliance; land management plan
	<u>\$ 7,000</u>	To cover any other associated expenses
TOTAL PROJECT COSTS	\$ 395,500	

PROPOSED PROJECT FUNDING SOURCES

Town CPA Fund	\$ 325,500	to be voted at Annual Town Meeting, spring 2020 Includes \$25,000 for associated expenses.
(Brewster Water Commissioners	<u>\$ 70,000</u>	Voted on November 22, 2019)

TOTAL MUNICIPAL FUNDING \$395,500

Brewster Conservation Trust **\$ 30,000** Voted on November 6, 2019. This amount may be used toward the state tax rebate if the state does not provide this to the seller. If the state tax credit is provided, the funds from BCT will be used to reduce the CPC funds needed at closing.

STATE LAND GRANT APPLICATION

Eligible Project Costs for Grant:	\$ 370,500	Purchase price
LAND Grant request	<u>\$ 192,660</u>	52% reimbursement rate (not to exceed \$400,000)
Municipal/local share of Eligible Project Costs	\$ 177,840	CPA Funds, Water Department Funds & BCT

8. MAINTENANCE:

The parcel will be under the custody and control of the Brewster Conservation Commission.
Brewster Conservation Trust will hold the Conservation Restriction.

9. SITE CONTROL AND APPRAISAL:

The Offer to Purchase/Purchase and Sale Agreement is attached. (ATT. 2.)

An Appraisal of the property's value by a licensed appraiser using customary appraising techniques is also attached. (ATT. 5)

Appraisal Summary: Linda Coneen, MRS, SRA
Real Estate Appraiser
95 Rayber Road
Orleans, MA 02653.
Opinion of Market Value

The Brewster Open Space Committee
December 1, 2019
Updated 3-11-2020

LIST OF ATTACHMENTS

1. Draft Town Meeting Article

2. Offer to Purchase, Signed by Town and Seller: November 19, 2019, with updated Plan. Purchase & Sale Agreement, dated December 22, 2019 with updated survey plan.

3. MAPS

3.1 Topographic Locus Map (Harwich, quadrangle)

3.2 Town Map- from Conservation Land Tax Credit, showing surrounding Protected Open Space

3.3 MA Natural Heritage and Endangered Species Program (NHESP) BioMap2-Core Habitat and Critical Natural Landscape Map

3.4 NHESP – Priority Habitats of Rare Species

3.5 ZONE 2, Zone of Contribution to Public Water Supplies for the towns of Brewster and Orleans

4. LETTERS OF SUPPORT

4.1 Brewster Conservation Commission, Noelle Aguiar, Conservation Administrator

4.2 Brewster Water Department/Water Commissioners, Paul Anderson, Superintendent

4.3 Brewster Conservation Trust, Amy Henderson, Executive Director

5. APPRAISAL

Estimation of Value - Linda Coneen

For inclusion in Annual Town Meeting Warrant
LAND ACQUISITION/Community Preservation Act

ARTICLE NO.X : To see if the Town will vote to authorize the Board of Selectmen to acquire, by purchase, gift, and/or eminent domain, for conservation, watershed protection and/or passive recreation purposes pursuant to the provisions of G.L. Ch. 40, Sections 8C, 39B and 41 and Article 97 of the Articles of Amendment of the Massachusetts Constitution, approximately 10.41 acres located at 106 McGuerty Road, being a portion of Tax Map 94, Parcel 82, described in a deed recorded with the Barnstable County Registry of Deeds in Book 9429, page 212, with such parcel to be under the care, custody, control and management of such parcel to be vested with the Conservation Commission; to appropriate the total sum of THREE HUNDRED NINETY FIVE THOUSAND AND FIVE HUNDRED DOLLARS (\$395,500) to pay costs of the acquisition and costs incidental or related thereto, of which THREE HUNDRED THOUSAND AND FIVE HUNDRED DOLLARS (\$300,500) shall be transferred from the Community Preservation Fund Balance Reserved for Open Space and SEVENTY THOUSAND DOLLARS (\$70,000) shall be transferred from Water Enterprise Fund; further, to transfer from Community Preservation Fund Balance Reserved for Open Space an additional sum of TWENTY-FIVE THOUSAND DOLLARS (\$25,000) for the purpose of paying incidental and related costs, including, without limitation, costs for appraisals, surveys, grant applications and grant compliance; further, to authorize the Board of Selectmen and/or the Conservation Commission to apply for, accept and expend any funds that may be provided by the Commonwealth or other public or private sources to defray all or a portion of the costs of said acquisition, including, but not limited to, grants and/or reimbursement from the Commonwealth under the Self-Help Act, G.L. Ch. 132A, Section 11 (now, so-called LAND grants), and the Federal Land and Water Fund grants, which grants and/or funds so received shall be used to repay all or a portion of the sum transferred from the Community Preservation Fund hereunder; and to authorize the Board of Selectmen to grant to the Brewster Conservation Trust or any other qualified organization a perpetual conservation and / or watershed preservation restriction pursuant to the provisions of G.L. Ch. 184, Sections 31-33, in compliance with G.L. Ch. 44B, Section 12(a), protecting the property for the purposes for which it is acquired, and to enter into all agreements and execute any and all instruments as may be necessary or convenient to effectuate the foregoing purposes, or take any other action relative thereto.

(Community Preservation Committee) (Two-Thirds Required)

COMMENT

This acquisition represents one of the last remaining large lots abutting the western boundary of the Freeman's Way Wellfields and within the eastern District of Critical Planning Concern that protects the Town's wellfields. Aside from being 100% within the Zone 2 Contribution to Public Water Supply, this property also falls 100% within BioMap2 Critical Natural Landscape, is 100% within the Massachusetts Natural Heritage and Endangered Species Program (NHESP) Priority Habitat of Rare Species and 100% within NHESP Estimated Habitat of Rare Wildlife. The Town Board of Water Commissioners, Town Natural Resources Department, Conservation Commission, Open Space Committee, Selectmen and Town Administrator support this purchase, as does the

non-profit Brewster Conservation Trust (BCT). The Water Commissioners have voted to contribute \$70,000 towards this acquisition. The BCT has committed to contributing \$30,000 towards this purchase and hold the required Conservation Restriction. The Town will also apply for a State LAND grant. The BCT contribution along with any state LAND grant will reduce the amount of CPC Open Space funds needed to be expended for the acquisition.

OFFER TO PURCHASE REAL ESTATE

"THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE"

From the Office of:

TO Joanne Kelley and Phyllis Field
32 Old Colony Dr. (Seller) 1108 Liberty St
Weymouth MA 02188 Braintree MA 02184

DATE 8 Nov 2019

I hereby offer to buy the property herein referred to and identified as follows: Tax Map 94 Parcel 82, 106 McGovern Rd
Brewster MA, Deed Book 9429-212: Approx. 8.62 acres not including
60,000 s.f. retained by seller for existing single family home, boundaries to be

I hereby offer to buy said property under the following terms and conditions: mutually agreed upon

(1) I will pay therefore Two hundred eighty-one thousand Dollars + 00/100 (\$281,000.00) dollars, of which:

(a) \$ 100.00 is paid herewith as a deposit to bind this Offer. delivered w/ 28 Oct 19 offer

(b) \$ _____ is to be paid as an additional deposit upon execution of Purchase and Sale Agreement as provided for below.

(c) \$ 280,900.00 is to be paid in cash, certified check or bank draft at the time of the delivery of the Deed.

(d) \$ _____

(e) \$ 281,000.00 is the Total Purchase Price.

(2) This Offer is good until 4:00 P.M. on 14 November 2019 at or before which time a copy hereof shall be signed by you, the Seller and your (wife) (husband), signifying acceptance of this Offer, and returned to me forthwith; otherwise this Offer shall be considered as rejected and any money deposited herewith shall be returned to me forthwith.

(3) The parties hereto shall, on or before 1200 A.M. on 31 Dec 2019 execute a Purchase and Sale Agreement, which when executed, shall be the Agreement between the parties hereto.

(4) A good and sufficient Deed, conveying a good, clear and marketable title of record shall be delivered at 10:00 A.M. on or before 31st January 2021 at the Barnstable County Registry of Deeds, unless some other time and place are mutually agreed upon.

(5) (a) If you (Seller) do not fulfill your (Seller's) obligations under this Agreement, said Agreement shall be enforceable both at law and in equity, (inclusive of specific performance).

(b) If I (Buyer) do not fulfill my obligations under this offer, the deposit (1) (a) mentioned above shall become your (seller's) property as liquidated damages without recourse to either party.

(6) Time is of the essence hercof.

(7) Contingencies: Seller and buyer will split survey costs

1) Approvals by Community Preservation Committee and Town Meeting Spring 2020
with a void of the sale within 7 days after Town Meeting if the vote is not approved

2) Eligibility of a Mass. Conservation Land Tax Credit to Seller of \$75,000.00

3) Seller appraisal justifying \$50,000 per acre

4) No permitting or financing Contingencies.

WITNESS my (our) hand(s) and seal(s).

5) Items listed on attached sketch

36 Red Top Road, Brewster MA 02631
(Address)

authorized agent for Town of Brewster
(Buyer) (Print)

508 6947415
(Phone No.)

This offer is accepted upon the foregoing terms and conditions at _____ .M. on November 20 19.

Receipt of the deposit of \$ 100.00 is hereby acknowledged.

WITNESS my (our) hand(s) and seal(s).

Joanne M. Kelley
(Seller)
Joanne Kelley
(Broker) Agent for: ☐ Seller ☒ Buyer

Phyllis Field
(Seller)
Phyllis Field
(Broker) Agent for: ☐ Seller ☒ Buyer

RECEIPT FOR DEPOSIT

Received from Mark Robinson The Compact the sum of \$ 100.00 as deposit
under the terms and conditions of the above offer to be held in escrow by Joanne M. Kelley
Phyllis Field
(Broker or authorized representative)

B01



White SELLER'S COPY Canary BUYER'S COPY OF ACCEPTED OFFER Pink BROKER'S COPY Gold BUYER'S ORIGINAL COPY AND RECEIPT

PURCHASE AND SALE AGREEMENT

1. Information and Definitions.

(a) DATE OF THIS AGREEMENT: December 22, 2019

(b) PREMISES: Approximately 8.62 acres of property located at 106 McGuerty Road, Brewster, being a portion of Tax Map 94, Parcel 82, described in a deed recorded with the Barnstable County Registry of Deeds in Book 9429, Page 212, said parcel shown on the sketch plan attached hereto as Exhibit A, with SELLER retaining a parcel having a minimum of 60,000 square feet and sufficient frontage for an existing single-family residence, the boundaries of said parcels to be mutually agreed upon by SELLER and BUYER.

(c) SELLER: **Phyllis J. Field and Joanne M. Kelley**

Seller's Attorney: Phyllis J. Field, Esq.

Address: 15 Cottage Avenue, Quincy, MA 02169

Phone: (617) 472-5255 Fax: (617) 687-0474

Email: pjf333@beld.net

(d) BUYER: **Town of Brewster**

Buyer's Attorney: Shirin Everett, Esq.

Address: KP Law, P.C., 101 Arch Street, Boston, MA 02110

Phone: (617) 556-0007 Fax: (617) 654-1735

Email: severett@k-plaw.com

(e) PURCHASE PRICE: The purchase price to be paid by the BUYER to the SELLER for the Premises is Two Hundred Eighty-One Thousand Dollars (\$281,000.00), assuming the size of the Premises is 8.62 acres. If the Premises are more or less than 8.62 acres, the purchase price shall be adjusted, up or down, depending on the actual acreage of the parcel to be acquired by the BUYER, at \$50,000.00 per acre. SELLER is giving a \$150,000.00 discount in order to obtain the \$75,000.00 state tax credit. BUYER has paid SELLER a deposit of \$100.00. The balance of the purchase price (\$280,900.00) is to be paid at the time of delivery of the

deed by municipal treasurer's check, attorney's IOLTA check, or by wire transfer, at BUYER'S election.

- (f) CLOSING DATE: January 31, 2021
- (g) PLACE: Barnstable County Registry of Deeds or a closing by mail, at BUYER'S election.
- (h) TITLE: Quitclaim Deed

2. Covenant. SELLER agrees to sell and BUYER agrees to buy the Premises upon the terms hereinafter set forth.

3. Buildings, Structures, Improvements, Fixtures. The Premises consists of vacant land.

4. Title Deed. Said Premises are to be conveyed by a good and sufficient quitclaim deed running to BUYER, or to the assignee or nominee designated by BUYER, by written notice to SELLER at least seven (7) calendar days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except: (a) provisions of existing building and zoning laws; (b) such taxes for the then current year as are not due and payable on the date of the delivery of such deed, except as set forth in Section 13; (c) liens for municipal betterments assessed after the date of this Agreement; and (d) easements, restrictions and reservations of record, if any, provided the same do not interfere with use of and access to the Premises for open space, conservation and passive recreation purposes.

5. Deed; Plans. BUYER shall prepare the deed. BUYER shall cause a survey to be prepared of the property to be conveyed to BUYER, and the property to be retained by SELLER, such plan to be in form adequate for recording or registration, provided, however, SELLER shall pay one-half the cost of preparing said survey.

6. Registered Title. Not Applicable.

7. Possession and Control of Premises. Full possession of said Premises is to be delivered at the time of the delivery of the deed, said Premises to be then: (a) In the same condition as they now are, reasonable use and wear thereof excepted, and (b) Not in violation of said building and zoning laws, and (c) In compliance with provisions of any instrument referred to in Section 4 hereof. BUYER shall be entitled to inspect said Premises personally before the closing in order to determine whether the condition thereof complies with the terms of this clause.

8. Extension to Perfect Title or Make Premises Conform. If SELLER shall be unable to give title or to make conveyance, or to deliver possession of the Premises, all as herein stipulated, or if at the time of the delivery of the deed the Premises do not conform with the provisions hereof, then SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said Premises conform to the provisions

hereof, as the case may be, and thereupon the time for performance hereof shall be extended for a period of thirty (30) calendar days.

9. Failure to Perfect Title or Make Premises Conform. If at the expiration of the extended time SELLER shall have failed so to remove any defects in title, deliver possession, or make the Premises conform, as the case may be, all as herein agreed, then all obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto.

10. Buyer's Election to Accept Title. BUYER shall have the election, at either the original or any extended time for performance, to accept such title as SELLER can deliver to the said Premises in their then condition and to pay therefore the purchase price, in which case SELLER shall convey such title.

11. Acceptance of Deed. The acceptance of a deed by BUYER, or its assignee or nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.

12. Use of Money to Clear Title. To enable SELLER to make conveyance as herein provided, SELLER may, at the time of delivery of this deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed, or, if an institutional mortgage, within a reasonable time thereafter in accordance with customary Massachusetts conveyancing practices.

13. Adjustments. Taxes for the then-current fiscal year shall be apportioned as follows: if taxes are outstanding as of the closing date, taxes will be apportioned as of the closing date in accordance with G.L. c. 59, §72A; if, however, SELLER has paid taxes through and past the closing date, such payments shall not be refunded, it being acknowledged that BUYER has no funds to refund SELLER for such taxes paid and BUYER, being tax exempt, has no obligation to pay taxes upon acquisition of the Premises. Utilities, if any, shall be adjusted at closing.

14. Brokers. BUYER and SELLER each represent and warrant to the other that each has not contacted any real estate broker in connection with this transaction and agree to defend, indemnify the other against and hold the other harmless, to the extent permitted by law, from any claim, loss, damage, costs or liabilities for any brokerage commission or fee which may be asserted against the other by any broker in connection with this transaction. The provisions of this paragraph shall survive delivery of the deed.

15. Buyer's Contingencies. BUYER'S obligation to perform under this Agreement is subject, at BUYER'S option, to the following conditions:

- (a) Brewster Town Meeting authorization of the acquisition of the Premises on the terms set forth herein and appropriation of the purchase price therefor, which appropriation shall include Community Preservation Act funding of at least \$281,000.00, said authorization to occur at the 2020 Annual Town Meeting, failing which this Agreement shall be null and void;

- (b) SELLER shall have obtained written waivers of any right to claim relocation benefits under the provisions of M.G.L. c.79A and 760 CMR 27.03 from all occupants of the Premises and BUYER shall represent and warrant at closing that all such waivers have been provided as to all occupants, if any. SELLER hereby waives any rights SELLER may have to relocation benefits under the provisions of M.G.L. c. 79A;
- (c) Notwithstanding anything herein to the contrary, BUYER shall have inspected the condition of the Premises and title to the Premises and be satisfied with the conditions thereof, in its sole and absolute discretion; and
- (d) Compliance by BUYER and SELLER with any other requirements of Massachusetts General or Special Laws or regulations relative to the acquisition of real property by BUYER.

If any of the foregoing conditions are not satisfied by the closing date, despite BUYER'S good faith efforts, BUYER shall have the option, to be exercised in its sole and absolute discretion, to extend the closing until such conditions are satisfied, provided the closing does not extend more than sixty (60) days from the original closing date, or to terminate this Agreement, without recourse to the parties, in which event this Agreement shall become null and void, except for provisions stated herein to survive said termination, by giving written notice of such termination to SELLER on or before the closing date.

16. Title to Premises. Notwithstanding anything herein contained, the Premises shall not be considered to be in compliance with the provisions of this Agreement with respect to title unless title to the Premises is insurable, for the benefit of BUYER, by a title insurance company acceptable to BUYER, in a fee owner's policy of title insurance at normal premium rates, in the American Land Title Association form currently in use and the Premises abut a public way, duly laid out or accepted as such by the Town of Brewster unless there is a recorded easement or other recorded agreement pertaining to said means of access, and said easements and/or agreements are on terms satisfactory to BUYER in its sole and absolute discretion.

17. Affidavits, etc. SELLER shall provide to BUYER together with the deed to the Premises: (a) Affidavits and indemnities with respect to parties in possession and mechanic's liens to induce BUYER'S title insurance company to issue lender's and owner's policies of title insurance without exception for those matters; (b) An affidavit, satisfying the requirements of Section 1445 of the Internal Revenue Code and regulations issued thereunder, which states, under penalty of perjury, SELLER'S United States taxpayer identification number, that SELLER is not a foreign person, and SELLER'S address; (c) IRS Form W 8 or Form W 9, as applicable, with SELLER'S tax identification number, and an affidavit furnishing the information required for the filing of Form 1099S with the Internal Revenue Services and stating SELLER is not subject to back up withholding; (d) a Disclosure of Beneficial Interest form, as required under G.L. c.7C, §38; and (e) Such additional and further instruments and documents as may be customarily and reasonably required by BUYER and/or the BUYER'S title insurance company to complete the transactions described in this Agreement.

18. Title Standards. Any matter or practice arising under or relating to this Agreement which is the subject of a title standard or a practice standard of the Real Estate Bar Association at the time for delivery of the deed shall be covered by said title standard or practice standard to the extent applicable.

19. Representations and Warranties. SELLER represents and warrants to BUYER, effective as of the date of this Agreement and also effective as of the date of closing (subject to any subsequent notice from SELLER as hereinafter set forth), that:

- (a) No options, rights of first refusal, or other contracts have been granted or entered into which give any other party a right to purchase or acquire any interest in the Premises;
- (b) There are no leases, licenses, or other occupancy agreements (whether written or oral) in effect with respect to any part of the Premises;
- (c) To the best of SELLER'S knowledge, SELLER'S execution of this Agreement does not violate any other contracts, agreements, or any other arrangements of any nature whatsoever that SELLER has with third parties;
- (d) SELLER has not received any written notice of any release of any hazardous materials or oil on, from or near the Premises (as used in this Agreement, the terms "release," "hazardous materials" and "oil" shall have the meaning given to them in M.G.L.c.21E), and represents that, without making any inquiry and without having any obligation to make any inquiry as to the same, to SELLER'S actual knowledge and to the best of SELLER'S knowledge, (i) there are no underground storage tanks or other subsurface facilities holding petroleum or oil products currently in use or previously abandoned on the Premises and (ii) chlordane has not been used as a pesticide on the Premises;
- (e) SELLER has not received any written notice from any governmental authority or agency having jurisdiction over the Premises of any environmental contamination, or the existence of any hazardous materials at the Premises in violation of the Comprehensive Environmental Response, Compensation and Liability Act 42 U.S.C. § 9601, et seq. (CERCLA), or any similar federal, state or local statute, rule or regulation; and
- (f) To the best of SELLER's actual knowledge, without making any inquiry and without having any obligation to make any inquiry as to the same, no petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement or other action under Federal or State bankruptcy laws is pending against or contemplated by SELLER.

SELLER will not cause nor, to the best of SELLER'S ability, permit any action to be taken which would cause any of SELLER'S representations and warranties to be false as of closing, and in any event shall notify BUYER promptly of any change in these representations and warranties. SELLER has no knowledge or information of any facts or circumstances which would materially and adversely affect the use or operation of the Premises for BUYER'S intended use that are not set forth in this Agreement. SELLER shall confirm these representations at closing, which will survive the same.

20. Inspection Rights. BUYER or BUYER'S agents shall have the right, upon at least forty-eight (48) hours prior notice to SELLER, which notice may be oral notice, to enter the Premises from time to time at BUYER'S own risk for the purposes of conducting surveys, inspections, and tests, including environmental site assessments. BUYER, to the extent permitted by law, shall hold SELLER harmless against any claim by BUYER of any harm to BUYER arising from said entry and shall repair any damage caused by BUYER to the Premises to substantially the same condition as prior to such entry if the closing does not occur. BUYER'S performance hereunder is expressly conditional, at BUYER'S option, upon BUYER being satisfied, at its sole discretion, with the condition of the Premises and on not having found on the Premises any oil, hazardous waste or hazardous material, or other materials hazardous to health and safety. In the event hazardous waste, hazardous material, or other hazardous substance is found, or BUYER is otherwise not satisfied with any the Premises, BUYER shall have the right, to be exercised in its sole and absolute discretion, to terminate this Agreement without recourse by the closing date.

22. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and signed by the party or the party's attorney or agent and shall be deemed to have been given: (a) when delivered by hand, or (b) when sent by Federal Express or other similar courier service, or (c) when mailed by certified mail, return receipt requested, or (d) upon electronically confirmed receipt of facsimile delivery, to the party's attorney at the addresses set forth in Section 1.

23. Closing. The deed and other documents required by this Agreement are to be delivered and the Purchase Price paid at the Date and Time of Closing and at the Place of Closing. All documents and funds are to be delivered in escrow subject to prompt rundown of title and recording. SELLER'S proceeds may be in the form of a Town Treasurer's check, and the check shall be held in escrow by SELLER'S attorney who shall release the check to SELLER only following the recording of the deed.

24. Condition of Premises at Closing. SELLER agrees to deliver the Premises at the time of delivery of SELLER'S deed in a condition substantially similar to its condition at the time of the signing of this Agreement, removing all debris and all of SELLER'S personal property therefrom which is not being sold to BUYER, or left for its benefit, if consented to by BUYER it in writing.

25. Casualty, Condemnation. Notwithstanding anything herein to the contrary, in the event of damage to or destruction of the Premises by fire, vandalism or other casualty, or in the event of a taking of all or part of the Premises by eminent domain by any entity other than BUYER, then at BUYER'S sole option, this Agreement may be terminated, whereupon the rights and obligations of the parties hereunder shall cease.

26. Extensions. BUYER and SELLER hereby authorize their respective attorneys (as the case may be) to execute on their behalf any extensions to the time for performance and any change of location and/or time for delivery of the deed. BUYER and SELLER shall be able to rely upon the signature of said attorneys as binding unless they have actual knowledge before the execution or other consent to such extensions, that either party has disclaimed the authority granted herein to bind them.

27. Errors. If any errors or omissions are found to have occurred in any calculations or figures used in the settlement statement signed by the parties (or would have been included if not for any such error or omission) and notice thereof is given within six (6) months from the date of delivery of the deed to the party to be charged, then such party agrees to make payment to correct the error or omission.

28. Construction of Agreement. This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both SELLER and BUYER. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties to it.

29. Seller's Contingencies. SELLER'S obligation to perform under this Agreement is subject, at SELLER'S option, to the following conditions:

- (a) An appraisal, at SELLER'S sole cost and expense, valuing the Premises at \$50,000.00 or more per acre; and
- (b) SELLER qualifying for a Massachusetts Conservation Land Tax Credit of \$75,000.00.

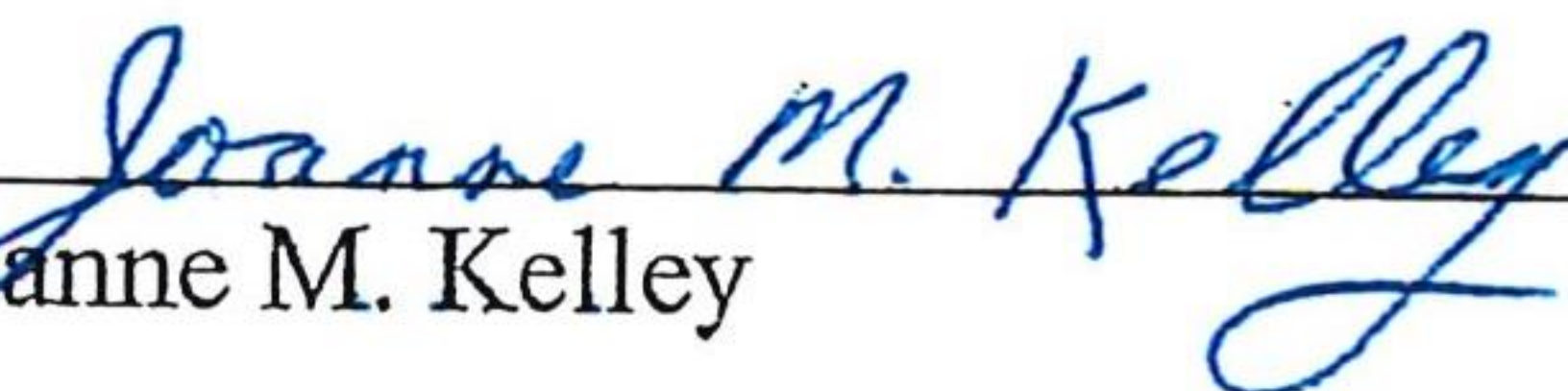
[Signature Page Follows]

In Witness Whereof, the parties hereto sign this Agreement under seal as of this 22nd day of December, 2019.

SELLER:



Phyllis J. Field



Joanne M. Kelley

BUYER: TOWN OF BREWSTER,
By its Select Board

David Whitney, Chair

Mary Chaffee, Vice Chair

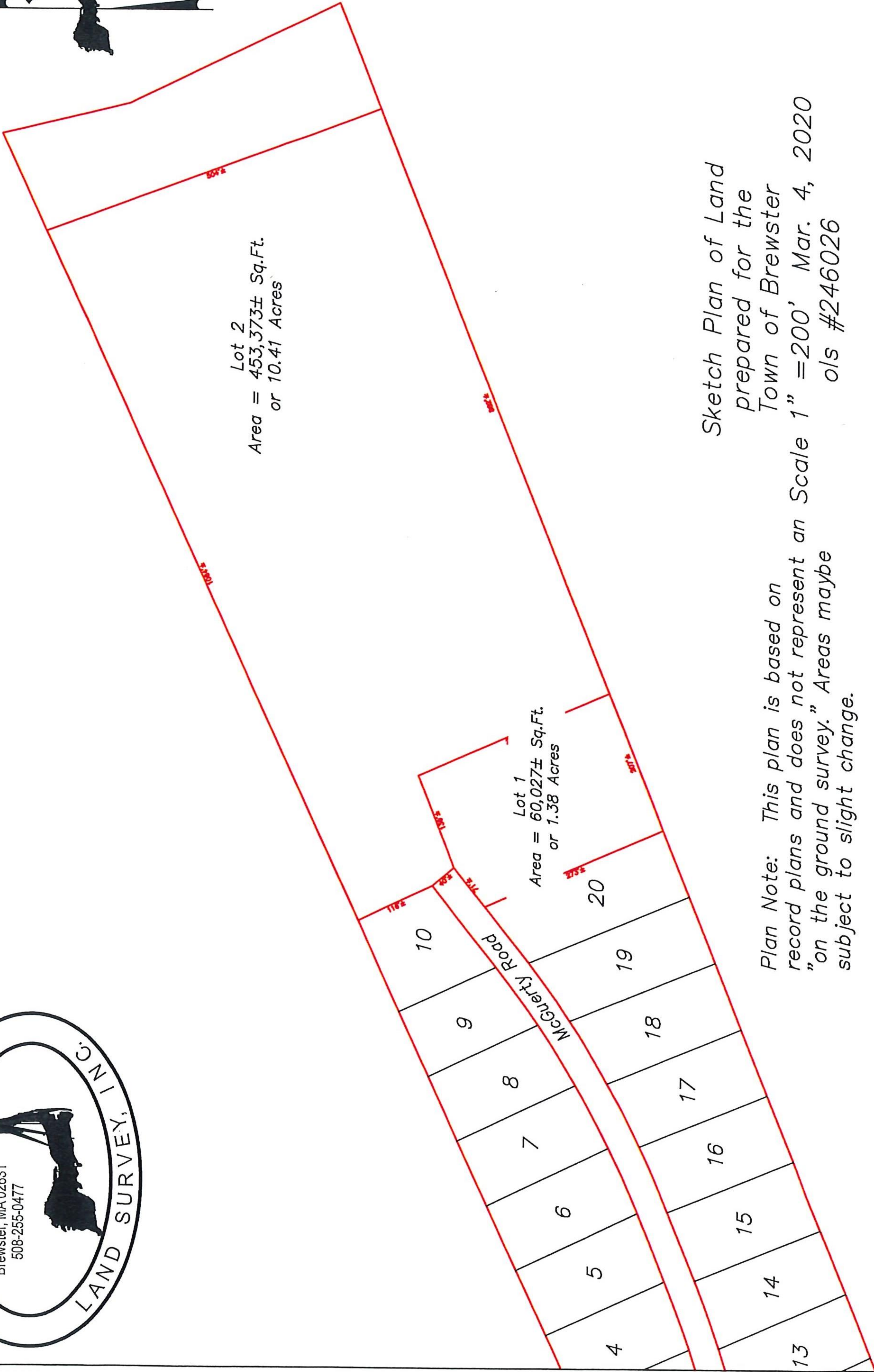
John Dickson, Chair

Cynthia Bingham

Benjamin deRuyter

Exhibit A

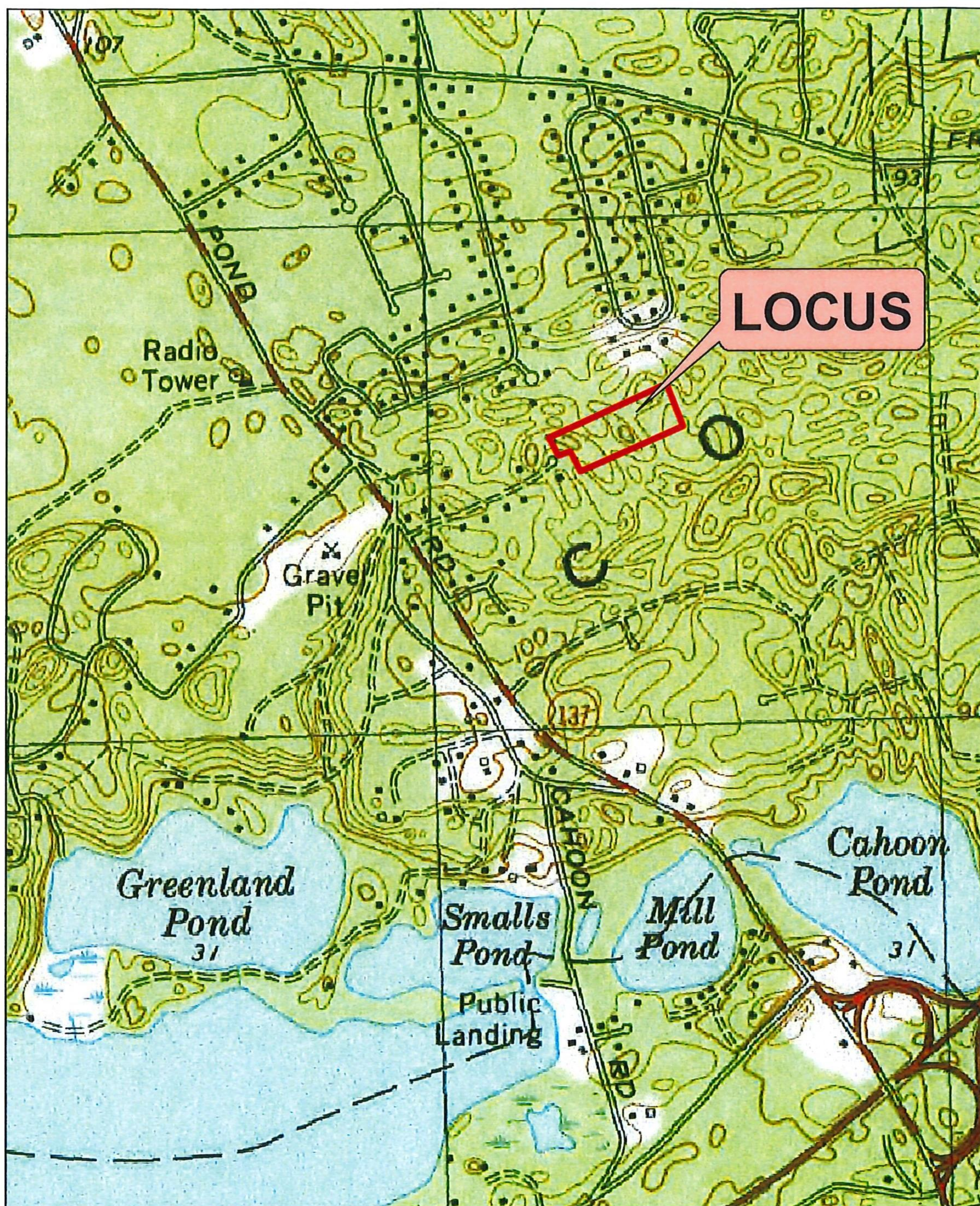
Plan



Sketch Plan of Land
prepared for the
Town of Brewster
ols #246026

Plan Note: This plan is based on
record plans and does not represent an Scale 1" = 200' Mar. 4, 2020
"on the ground survey." Areas maybe
subject to slight change.

FIELD-KELLEY PROPERTY
BREWSTER, MA
CONSERVATION LAND TAX CREDIT (CLTC) APPLICATION
USGS MAP (HARWICH QUAD - 1972, 1974, 1975)



Map prepared November 2019
Data provided by USGS (Harwich Quad, 1972, 1974, 1975)
Parcel layer provided by Cape Cod Commission

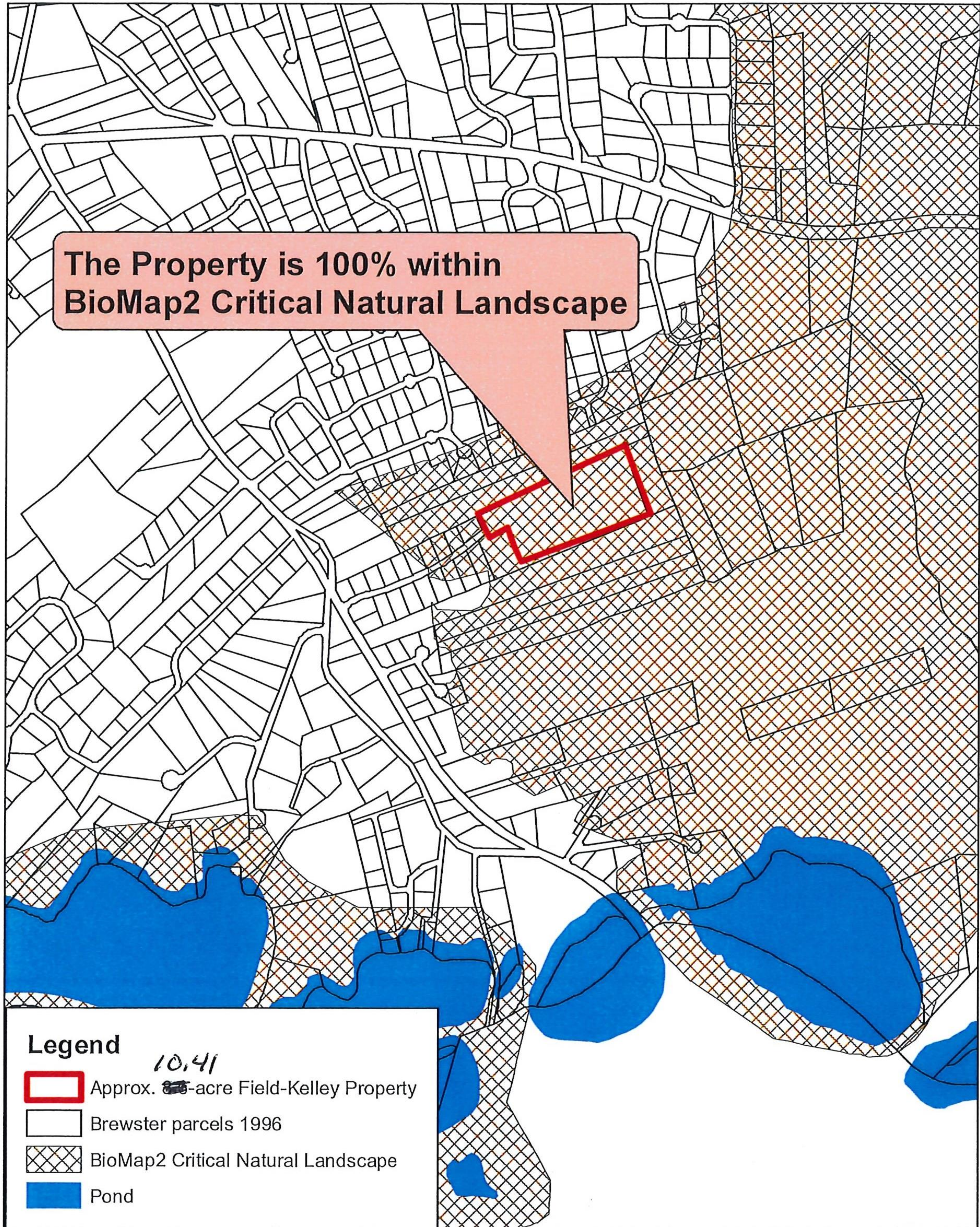
0 425 850 1,700
Feet



FIELD-KELLEY PROPERTY
BREWSTER, MA
CONSERVATION LAND TAX CREDIT (CLTC) APPLICATION



FIELD-KELLEY PROPERTY
BREWSTER, MA
CONSERVATION LAND TAX CREDIT (CLTC) APPLICATION
BIOMAP2 CRITICAL NATURAL LANDSCAPE MAP

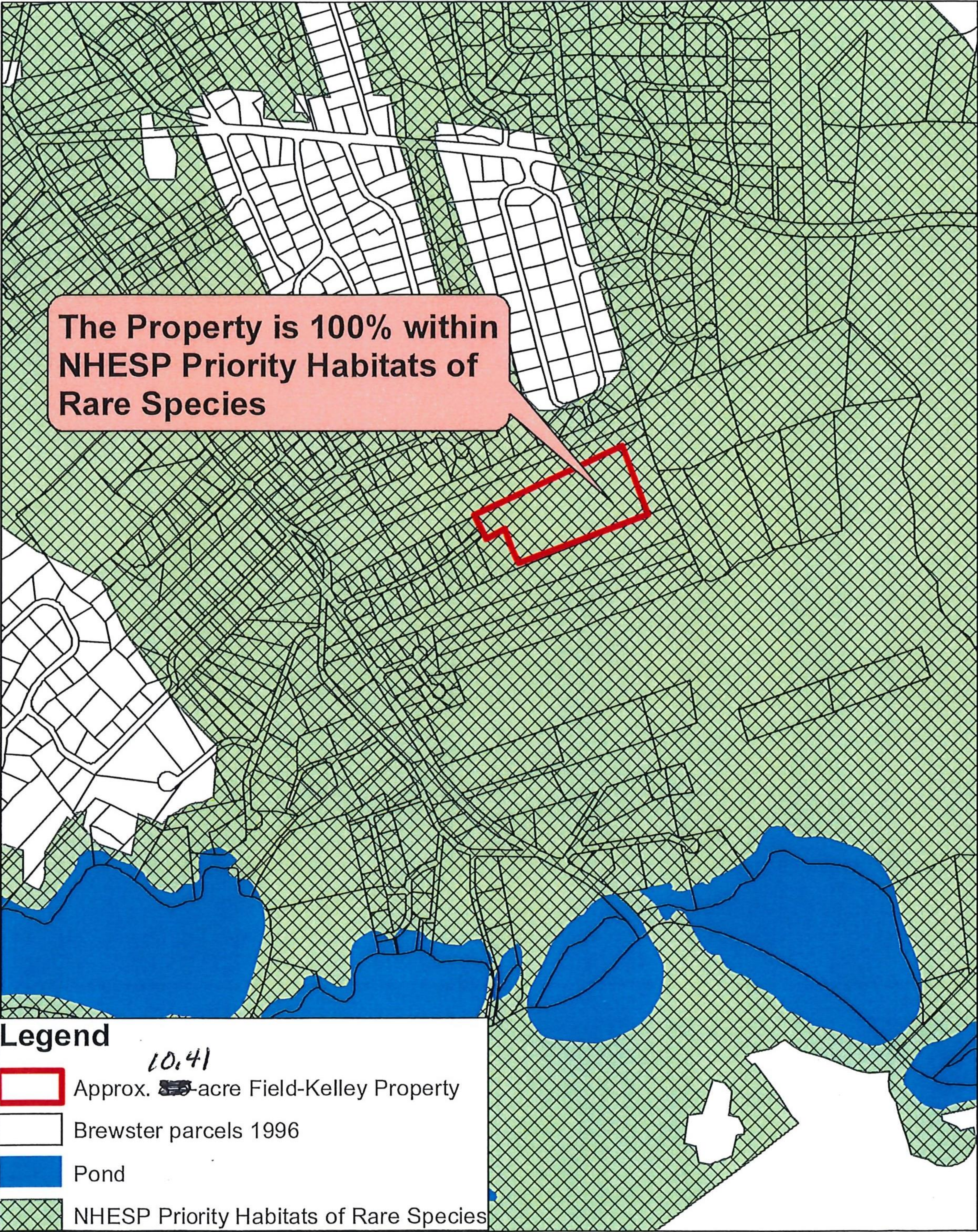


Map prepared 19 November 2019
Data provided by MassGIS, and
The Compact of Cape Cod Conservation Trusts, Inc.
Parcel layer provided by Cape Cod Commission

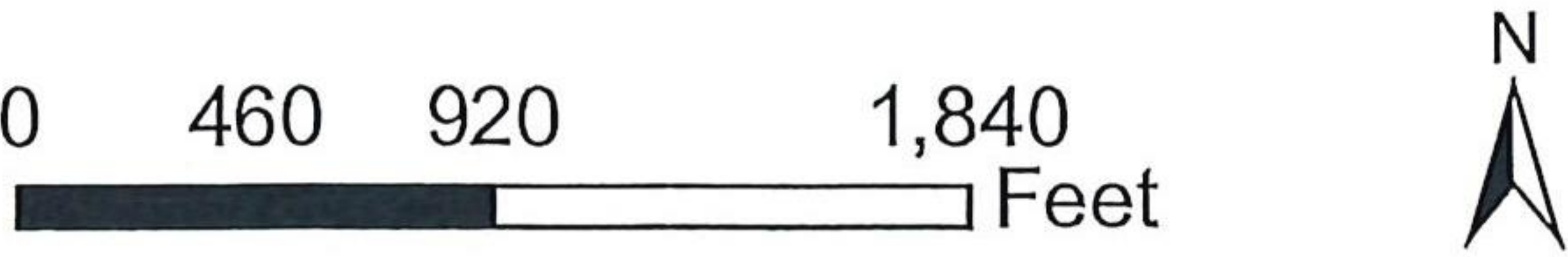
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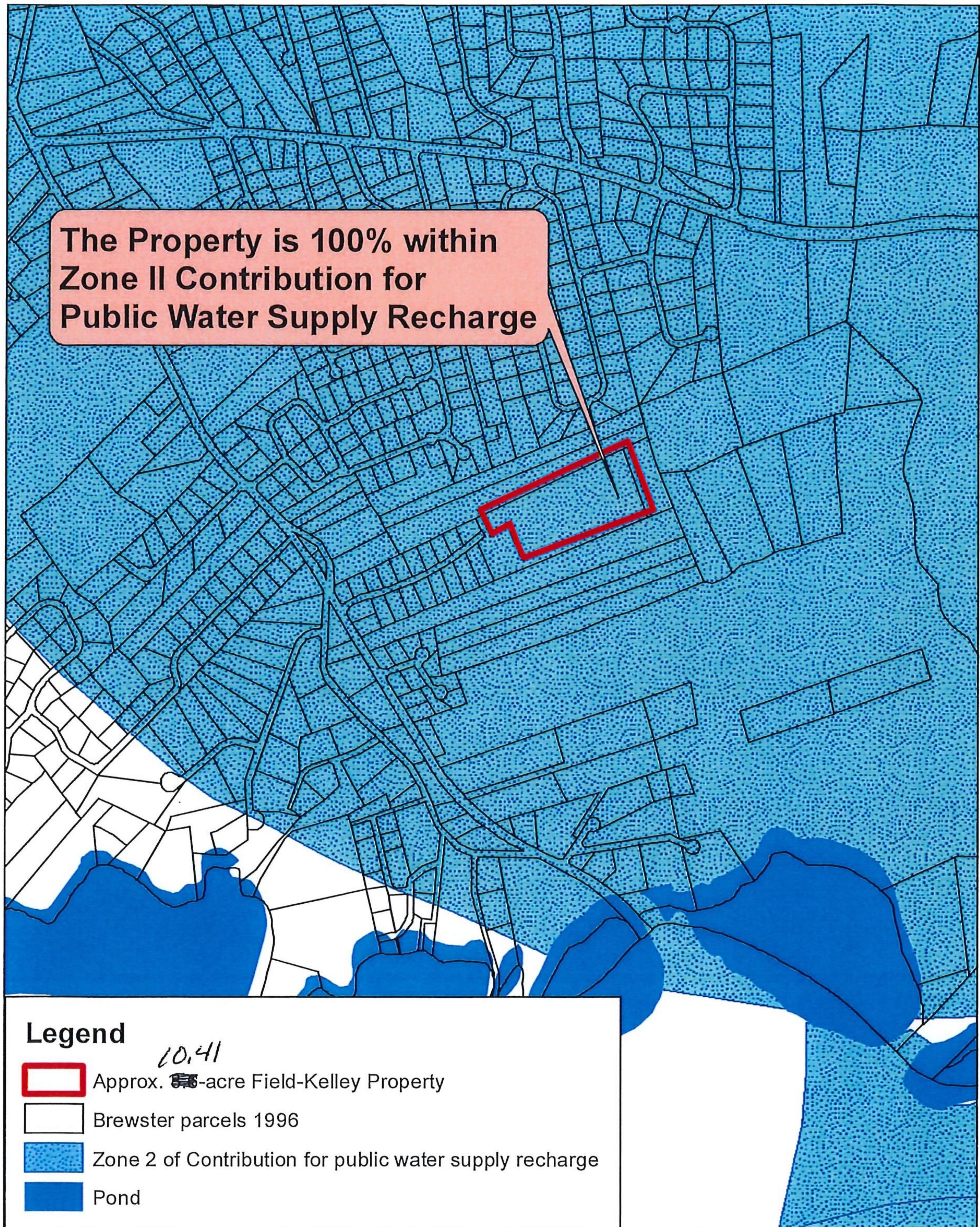
FIELD-KELLEY PROPERTY
 BREWSTER, MA
 CONSERVATION LAND TAX CREDIT (CLTC) APPLICATION
 NHESP - PRIORITY HABITATS OF RARE SPECIES MAP



Map prepared 19 November 2019
 Data provided by MassGIS, MA Natural Heritage &
 Endangered Species Program (NHESP) and
 The Compact of Cape Cod Conservation Trusts, Inc.
 Parcel layer provided by Cape Cod Commission



FIELD-KELLEY PROPERTY
BREWSTER, MA
CONSERVATION LAND TAX CREDIT (CLTC) APPLICATION
ZONE 2 - CONTRIBUTION FOR PUBLIC WATER SUPPLY MAP





TOWN OF BREWSTER

**1657 MAIN STREET
BREWSTER, MA 02631**

PHONE: (508) 896-4546

FAX: (508) 896-8089

CONSERVATION@BREWSTER-MA.GOV

OFFICE OF
CONSERVATION COMMISSION

December 18, 2019

Elizabeth Taylor, Chairman
Brewster Open Space Committee
Town of Brewster
2198 Main Street
Brewster, MA 02631

RE: Letter of Support, Field/Kelley Property Proposal

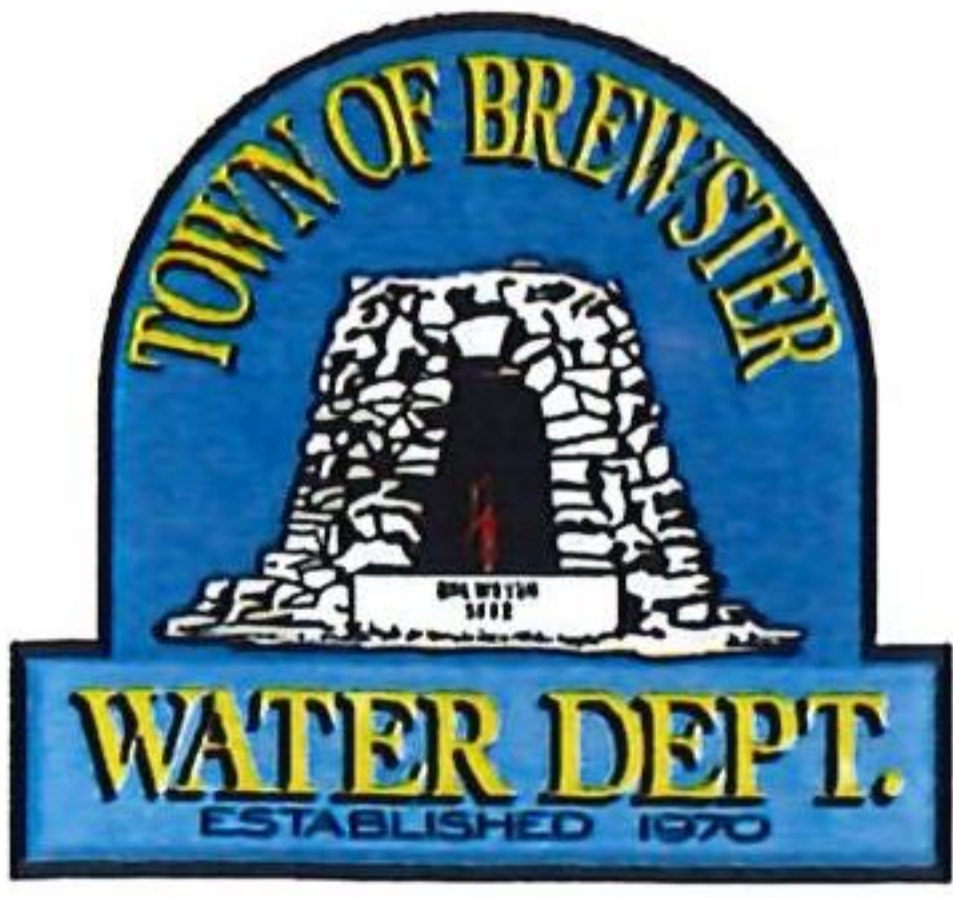
Locus: 106 McGuerty Road
Assessors Map 94, Parcel 82
(formerly Map 47, Parcel 24)

Dear Ms. Taylor,

The Brewster Conservation Commission reviewed the Application for Community Preservation, as completed by the Open Space Committee, and with respect to the property noted above at its regularly-scheduled meeting on December 17, 2019. The Commission recognizes the protection of wildlife and habitat values as well as the protection of drinking water resources acquiring a portion of this property would provide for the Town of Brewster. With these benefits in mind, the Commission wishes to join other town departments in providing its support for this purchase.

Sincerely,

Noelle Aguiar,
Conservation Administrator



TOWN OF BREWSTER
WATER DEPARTMENT
Paul Anderson
Superintendent

Doug Wilcock
Susan Brown
Cynthia Baran
Board of Water Commissioners

January 3, 2020

Elizabeth Taylor, Chr.
Open Space Committee
Town of Brewster
2198 Main Street
Brewster MA 02631

Dear Ms. Taylor:

We are writing to strongly recommend for your approval the current application of the Town of Brewster Open Space Committee for Community Preservation Funds towards a Town purchase of the 10-acre property known as the McGuerty Road Aquifer Protection land acquisition adjoining our main Cove Road wellfield in Brewster. (Current owners: Field-Kelley)

The Brewster Water Department supplies good quality drinking water for 93% of the households throughout the town. We are pleased that town leaders and local voters have supported the acquisition of so many vital parcels of open space in the southeast and southwest parts of Brewster, keeping major portions of our Zone IIs in a forested condition and not subject to the type of large-scale residential development that would otherwise have occurred in these areas over the past 30 years.

In 2009, Brewster Town Meeting approved a District of Critical Planning Concern, which was ratified by the Cape Cod Commission. The DCPC acknowledged the importance of preserving as much open space as possible in a natural condition within the Zone II of Brewster's wellfields.

All of these 10 acres proposed for acquisition and conservation are within the DCPC and therefore their protection will prevent degradation of the groundwater drawn to our primary municipal wellfield.

At its December 2019 meeting, the Board of Water Commissioners voted to contribute \$70,000 towards the Town acquisition of this parcel, derived from the water rate revenues set aside for open space protection in the wellfields. Thank you for your consideration.

Sincerely,

Paul Anderson
Superintendent

cc: Select Board, Conservation Commission, Town of Brewster; Mark Robinson, The Compact



BREWSTER CONSERVATION TRUST

36 Red Top Road Brewster, Massachusetts 02631
www.brewsterconservationtrust.org

12 December 2019

David Whitney, Chair
Select Board
Town of Brewster
2198 Main Street
Brewster, MA 02631

Dear Mr. Whitney:

On behalf of the Board of Trustees of the Brewster Conservation Trust (BCT), it is my pleasure to inform the Town that they voted unanimously to pledge \$30,000.00 towards the Town's proposed purchase of the 8.62 acres on McGuerty Road known as the Field Kelley Property.

Due to the location of the Field Kelley property, the acquisition of this parcel will assist the Town in meeting its open space and water resource goals and objectives as identified in the Brewster Vision Plan, the Town's long-range strategic plan, adopted by the Board of Selectmen in July 2018. Not only is the parcel located 100% within Priority Habitat of Rare Species, and 100% within BioMap2 Critical Natural Landscape, but it falls 100% within Zone 2 Contribution to Public Water Supply.

As you may know, BCT most recently contributed \$75,000 toward the purchase of the 24 acres on Slough Road known as Windrift Acres (Copelas subdivision) and contributed \$230,000 towards the Town purchase of the 41-acre Robinson property on Long Pond for open space last winter. We believe this acquisition is equally as important as those purchases.

We value our close working relationship with the Town on many projects, not only land acquisition, but also on efforts including Brewster Conservation Day, the Trail Guide, our Vernal Pool Trail abutting the Eddy School and its student outdoor-learning, and land management coordination.

Thank you for your board's continuing support for conservation in our beloved community.

Sincerely,

Amy Henderson
Executive Director

cc: Peter Lombardi, Town Administrator; Elizabeth Taylor, OSC; Faythe Ellis, CPC; Hal Minis, BCT



REAL ESTATE APPRAISAL
of
(Part of) 106 MCGUERTY ROAD
BREWSTER, MASSACHUSETTS 02631
Consisting of About 10.093± Acres of Undevelopable Land

Property of:

Phyllis J Fields and Joanne M Kelley
% 1108 Liberty Street, Braintree, MA 02184



Prepared by:

Linda Coneen, MRA, SRA
Cape Cod Appraisal Partners
95 Rayber Road, Orleans, Massachusetts 02653

Effective Date of Value: December 31, 2019

Date of Inspection: December 31, 2019

Date of Report: February 18, 2020

CAPE COD APPRAISAL PARTNERS

Linda Coneen, MRA, SRA
MA Cert Gen RE Appr Lic #214

ccappraisalpartners@gmail.com
www.capecodappraisalpartners.com

Julia A Lee, SRA, RA
MA Cert Res RE Appr Lic #76040



95 Rayber Road, Orleans, MA 02653
Telephone 508-255-4241 ~ FAX 508-255-6387



February 18, 2020

Phyllis J Field and Joanne M Kelley
% 1108 Liberty Street
Braintree, MA 02184

RE: (Part of) 106 McGuerty Road, Brewster, MA 02631

10.0932± Acres Undevelopable Land

Dear Ms Field and Ms Kelley:

In accordance with your authorization of December 10, 2019, I have prepared a real estate appraisal of the above referenced property to provide my opinion of the highest market value of the fee simple interest in the title in the real estate as of December 31, 2019, the date on which I inspected the property. The date of this report is February 18, 2020.

The report has been prepared in compliance with the development and reporting requirements of Standards 1 and 2 of the Uniform Standards of Professional Appraisal Practice of the Appraisal Standards Board, 2020-2021 Edition, and all applicable laws, guidelines, and regulations.

The intended use of the appraisal is to assist the clients, Phyllis Field and Joanne Kelley, with negotiations for the sale of the land and with an application for a state land tax credit. Intended users are the clients; the Town of Brewster; the COMPACT of Cape Cod Conservation Trusts; the Massachusetts Department of Revenue; the Massachusetts Executive Office of Energy and Environmental Affairs Land Tax Credit Program; and the US Internal Revenue Service, for the stated purpose. Use of the report by others, or for any other purpose, is not intended. The appraiser is not responsible to any other user for any other purpose.

The interest appraised is fee simple, including all of the owner's marketable rights and interests in the subject property, as if free and clear of debt. The term "owner's rights and interests" refers to all of the rights and interests that could be sold on the open market.

The property being appraised consists of a 10.093± acre portion of the improved property known as 106 McGuerty Road, Brewster, MA 02631, in the County of Barnstable, which contains 11.47± acres in total, per deed.

As of the date of value, the property is bound by an Offer to Purchase Real Estate from the Town of Brewster, for \$50,000/acre. Copy of the Offer is in the Addendum of the report. The exact site size was not delineated.

In the valuation of the subject property, the highest utility of the land has been determined to be purchase for use as a solar power array. This conclusion was reached after an inspection of the real estate; a study of the abutting properties; a review of the Brewster Zoning By-Law, Board of Health regulations, Title V regulations, assessor's records, property deed, and other land use regulations; and comparison of market value under varying development models. The result of the study was that a traditional subdivision of the land, though permitted, would not result in the highest value of the land. I also reviewed a Purchase and Sale Agreement to purchase 9± acres of the land for \$450,000 (\$50,000/acre) which was in excess of the net revenue attainable by developing the land as a subdivision. (The P&S Agreement was not executed by the sellers.)

Natural habitat is well-wooded with young to mature evergreen and deciduous trees, an understory of native underbrush, and large areas of open grassy clearing. Topography is generally level to rolling with an elevation of 80 to 90 feet above sea level. The land abuts several parcels of open space conservation land owned by the Brewster Conservation Trust or the Town of Brewster and provides a link between these parcels. The group of linked lots abuts almost 116 acres of Brewster Wellfield. The subject is not within the National Heritage & Endangered Species Program (NHESP) Priority Habitats but large areas of the abutting open space parcel are. The land is proximate several recreational freshwater ponds (Greenland Pond, Long Pond, Sheep Pond, Cahoon Pond, etc) and within about one mile of public Captains Golf Course. The land is also within about 1½ miles of Nickerson State Park.

To reach an opinion of value, the signatory appraiser completed the appropriate research and analysis necessary to develop credible assignment results. The valuation methods used for this appraisal were selected based on an analysis of the highest and best use for the subject real estate.

The sales comparison approach is the only applicable method for the appraisal of vacant land and was developed for this analysis. Subdivision cash flow analyses were also developed in the preparation of the highest and best use analysis.

On the basis of the data and analyses contained within this report, my opinion of the highest market value of the fee simple interest in the subject properties, as of the date of value, December 31, 2019, was:

FIVE HUNDRED THOUSAND DOLLARS (\$500,000)

The attached report includes photographs of the subject properties and related exhibits. This letter serves as introduction to the report. Thank you for opportunity to be of service. Do not hesitate to contact me should you require additional assistance.

Yours truly,



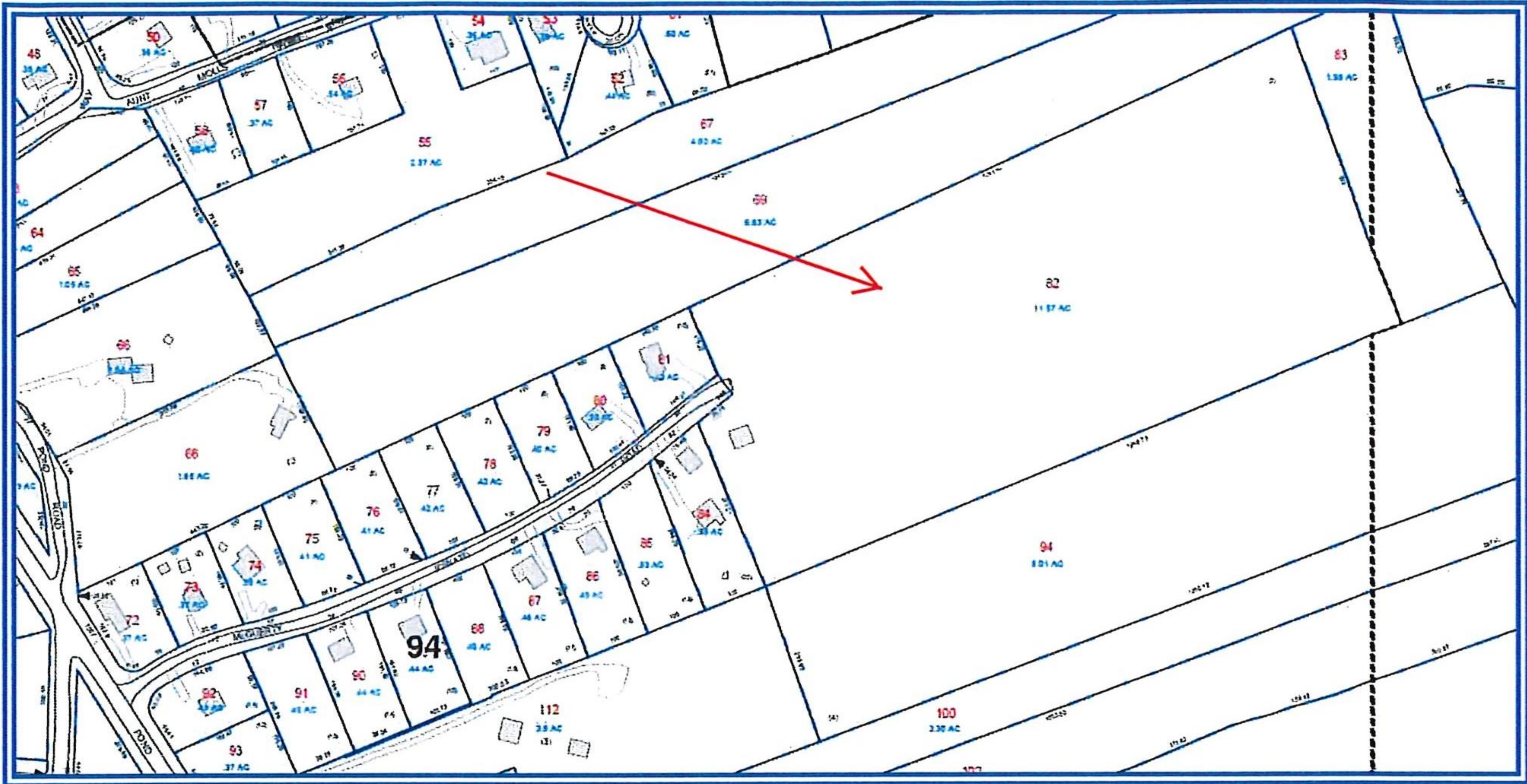
Linda Coneen, MRA, SRA

Real Estate Appraiser

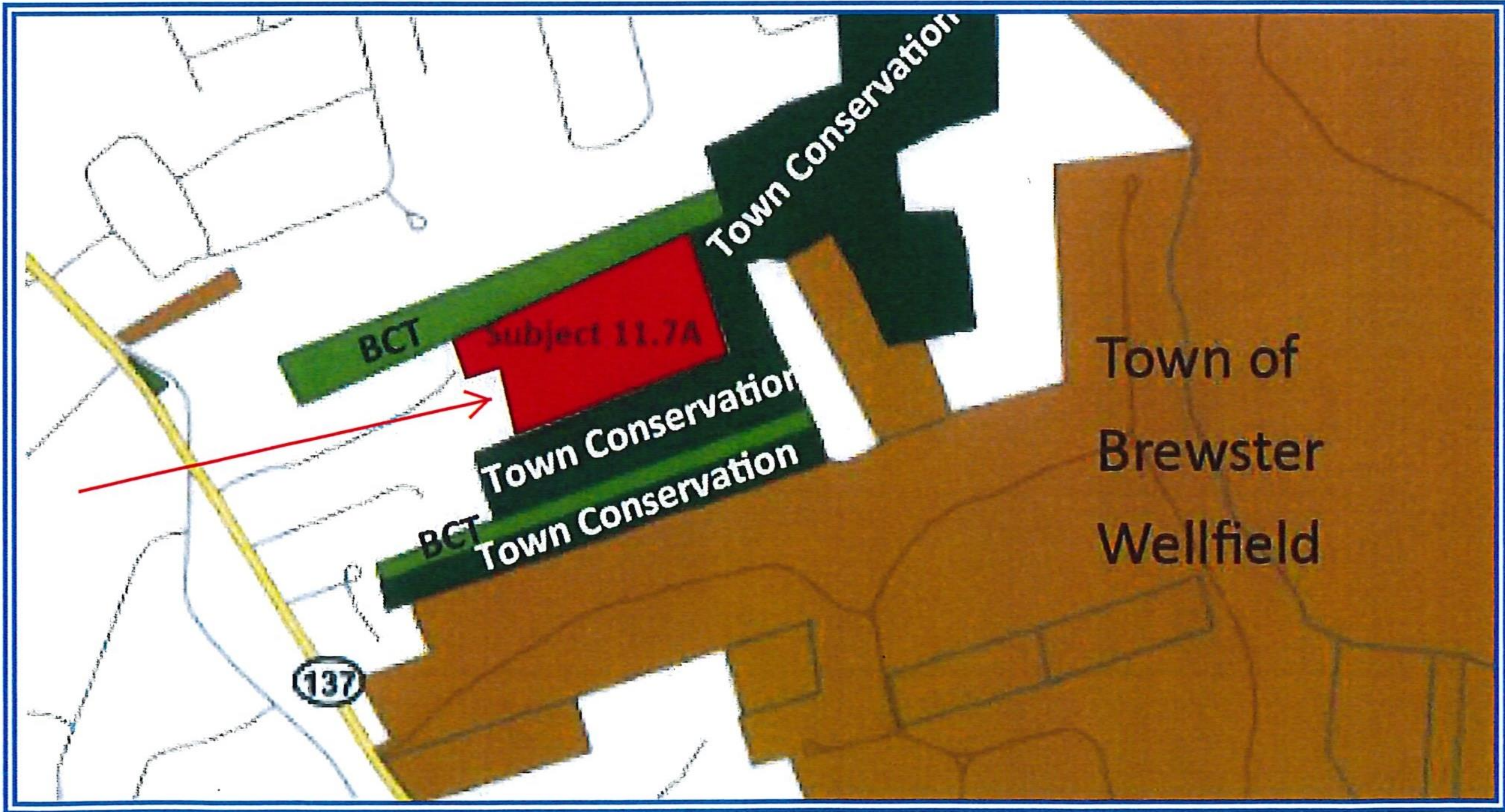
MA Certified General Real Estate Appraiser License #214

SUBJECT PROPERTY BEING APPRAISED

Tax Map 94 Parcel 82: 11.47± acres



Conservation Map



EXECUTIVE SUMMARY

THE PROPERTY APPRAISED

Address	Part of (P/O) 106 McGuerty Road, Brewster, MA 02631
County	Barnstable
Legal Description	Barnstable County Registry of Deeds Book 9429 Page 212 dated 11/01/1994. No transfers in prior 3 years.
Brewster Tax Map	94-82-0
Sellers	Phyllis J Field and Joanne M Kelley
Buyers	Town of Brewster Open Space Committee
Contract Price	\$50,000/Acre (exact site size not delineated)
Description	The property being appraised consists of a 10.093± acre portion of the 11.57± acre total improved parcel
Zoning	R60 Residential
Flood Zone	FEMA Map 25001C0606J, Zone X, dated 07/16/2014
RE Assessment FY 2020	Not separately assessed
RE Tax FY 2020	Not separately taxed
Listing History	The land has not been publicly listed for sale in the past 12 months to the knowledge of the appraiser. Not shown in MLS.

THE APPRAISAL ASSIGNMENT

Format	Real Estate Appraisal
Clients	Phyllis J Field and Joanne M Kelley
Intended Users	Clients; Town of Brewster; COMPACT of Cape Cod Conservation Trusts; Massachusetts Department of Revenue; Massachusetts Executive Office of Energy and Environmental Affairs Land Tax Credit Program; US Internal Revenue Service, for the stated purpose.
Intended Use	Assist clients with negotiations for the sale of the land and with an application for a state land tax credit
Interest Appraised	Fee Simple
Value Appraised	Highest Market Value
Date of Inspection	December 31, 2019
Date of Value	December 31, 2019