

AMENDMENT TO OPTION AGREEMENT

This Amendment to Option Agreement (the "Amendment") is made and entered into as of March 29, 2017 between J. Colby Wallace, Trustee of the ARTHUR P. McDERMOTT REVOCABLE TRUST, Claire Langlois, Personal Representative of the Estate of Patricia A. McDermott (hereinafter collectively "Seller"), and the TOWN OF FALMOUTH, a Maine municipal corporation (hereinafter "Buyer").

RECITALS

WHEREAS, Seller and Buyer entered into an Option Agreement effective October 27, 2016 with respect to certain property located in Falmouth, Maine (the "Option"); and

WHEREAS the parties desire to amend the Option, with capitalized terms used in this Amendment and not otherwise being defined having the same meaning set forth in the Option.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Property Subject to the Option. The Option is hereby revised to state that the Subject Property is the crosshatched property on **Exhibit A** attached hereto.
2. Option Term; Deadline for Closing. The Option is hereby revised to extend the end of the Option Term from March 31, 2017 to April 28, 2017 and to provide that if the Buyer exercises its option, the Closing shall occur no sooner than 10 days and no later than thirty (30) days from the date that the Buyer exercised its option.
3. McDermott Way Contingency. The Seller has requested that the definition of the Subject Property be revised to include title to McDermott Way, a gravel road owned by the Seller and subject to a public easement. The Buyer has agreed but has notified the Seller that it will require Seller to replace the existing Road Maintenance Agreement recorded in the Cumberland County Registry of Deeds in Book 9760, Page 240 with a new maintenance agreement for McDermott Way. In order to resolve this issue, the parties agree that Section 6 of the Option is hereby revised to add the following subsection (f):
 - (f) New Road Maintenance Agreement. Prior to the end of the Option Term, Seller shall prepare a new Road Maintenance Agreement ("RMA") reasonably satisfactory to the Buyer, to replace the existing Road Maintenance Agreement recorded in the Cumberland County Registry of Deeds in Book 9760, Page 240. The RMA shall be executed by the Town and the owners of at least three other lots using McDermott Way (the "Lot Owners") and shall be recorded in the Registry of Deeds at the Closing. The RMA shall provide that the Lot Owners, and not the Buyer, shall be responsible for plowing, maintenance and repairs to McDermott Way, except that once per calendar year, the Lot Owners shall pay to have gravel delivered to the site, and the Buyer shall allocate not less than four (4) hours on site of manpower and equipment to spread the gravel on the portion of the road leading from Mast Road to

the point at which the road makes a 90 degree turn, approximately at the driveway to the so-called Eagle's Nest lot. Other than the foregoing, the Lot Owners shall be solely responsible for plowing, maintenance and repairs to such road, and agree not to take any action inconsistent with the public's continued right of access over the road. The Buyer will reserve the option, but not the obligation, to perform such additional work on the road at any time (to include without limitation, plowing, maintenance, or repairs) as the Buyer may, in its sole discretion, deem necessary or appropriate. In the event that the RMA cannot be finalized with three of the Lot Owners prior to the end of the Option Term, unless such deadline is extended by the parties, the Buyer may elect to terminate its option and shall be entitled to a refund of the Option Consideration.

4. Ratification. Except as expressly modified by this Amendment, the terms of the Option shall remain in full force and effect and are hereby ratified and confirmed.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to Option Agreement as of this 29 day of March, 2017.

SELLER:

BUYER:
TOWN OF FALMOUTH

Claire Langlois, Personal Representative
Of the Estate of Patricia A. McDermott

By: 
Nathan A. Poore
Its Town Manager

J. Colby Wallace, Trustee of the Arthur P. McDermott
Revocable Trust

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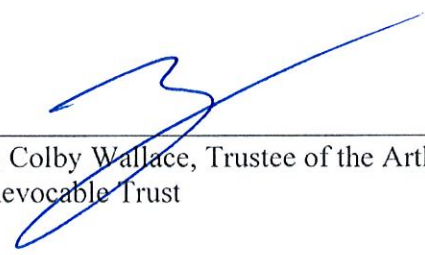
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BUYER:
TOWN OF FALMOUTH

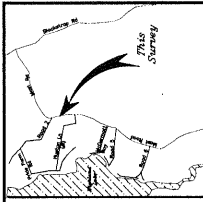
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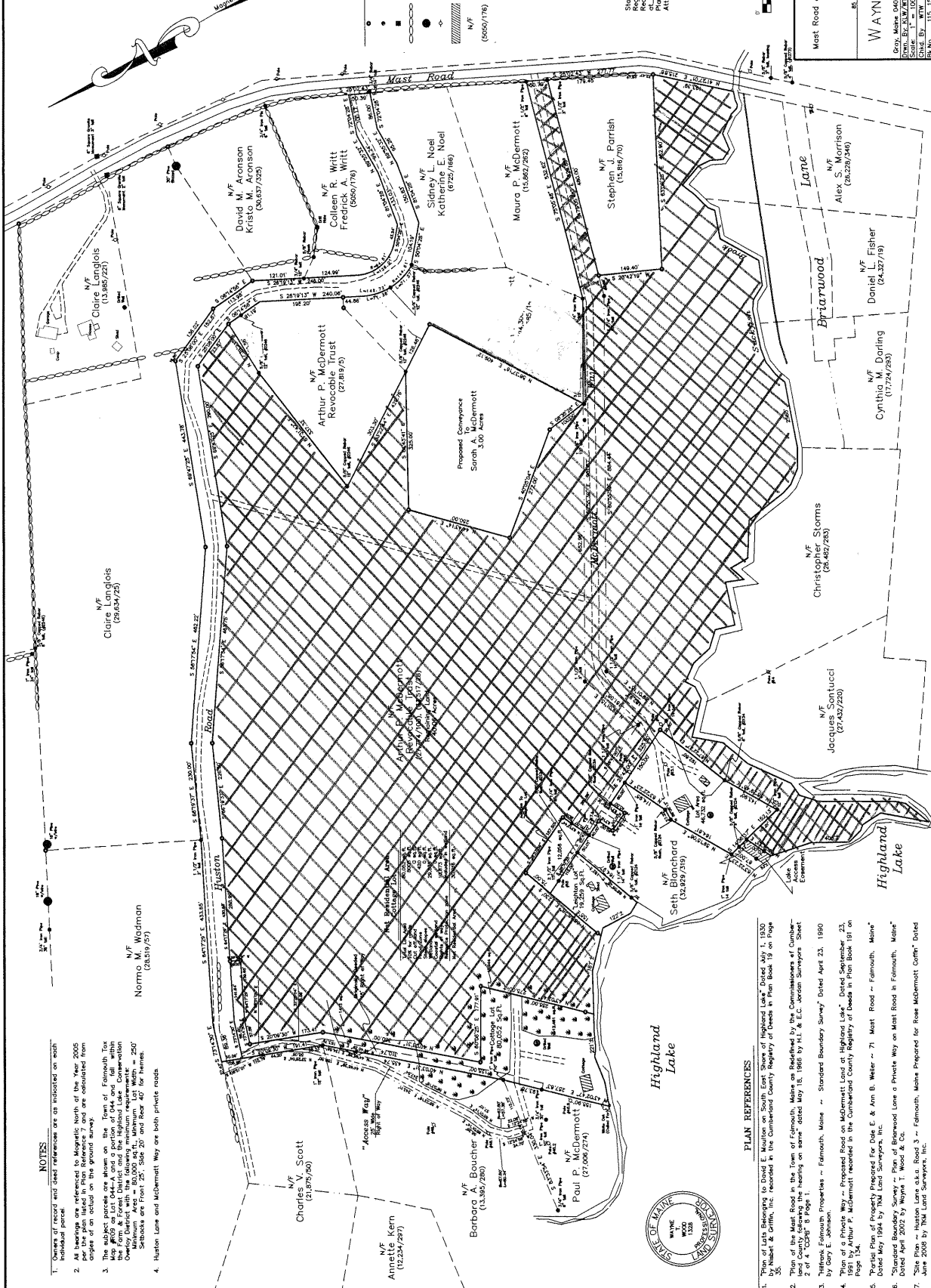
VICINITY MAP

- LEGEND**
- 5/8" Copied Refer to be Set (A1323)
 - Iron Pipe, Pin or Rebar Found as Noted
 - Concrete Monument Found as Noted
 - Stone Wall
 - Softwood Tree With Wire as Noted
 - Utility Pole
 - Existing Structure
 - None or Forestry of (9059/176)
 - Sheet Book and Page Reference

State of Maine, Cumberland ss.
 Received _____
 For Copy of Record _____
 Plan Book _____ and recorded in _____
 Attest: _____
 Register

Plan of Land
 in Maine
 For Copy of Record
 Claire Langlois
 15 West Road & Huston Road & McDermott Way
 Falmouth, Maine 04039
 Scale: 1" = 100'
 Date: March 2017
 Drawn By: WTW
 Job No.: 210018

W AYNE WOOD & CO.
 15 West Road & Huston Road & McDermott Way
 Falmouth, Maine 04039
 (207) 857-3300
 March 2017



- NOTES**
1. Owners of record and deed references are as indicated on each individual parcel.
 2. All bearings are referenced to Magnetic North of the Year 2005 unless otherwise noted. Distances are calculated from center of an actual on the ground survey.
 3. The subject parcels are shown on the Town of Falmouth Tax Map #209 on List 044-A and a portion of 044 and 044 within the Falmouth District with the following minimum requirements: 20' setbacks on front, 25' side 20' and rear 40' for farms.
 4. Huston Lane and McDermott Way are both private roads.

- PLAN REFERENCES**
1. "Plan of Lots Belonging to David E. Moulton on South East Shore of Highland Lake" Dated July 1, 1930 as recorded in the Cumberland County Registry of Deeds in Plan Book 19 on Page 25.
 2. "Plan of the Mast Road in the Town of Falmouth, Maine as Redefined by the Commissioners of Cumberland County following the hearing on same" dated May 18, 1965 by H.L. & E.C. Jordan Surveyors Sheet 2 of 4 "Copy B" Page 1.
 3. "Standard Boundary Survey" - Falmouth, Maine -- Standard Boundary Survey Dated April 23, 1960 by Terry E. Johnson.
 4. "Plan of a Private Way - Proposed Road on McDermott Land of Highland Lake," Dated September, 23, 1991 by Arthur P. McDermott recorded in the Cumberland County Registry of Deeds in Plan Book 191 on Page 154.
 5. "Partial Plan of Property Prepared for Dale E. & Ann B. Wester -- 71 Mast Road - Falmouth, Maine" Dated May 1994 by Tom Lantz Surveyors, Inc.
 6. "Standard Boundary Survey - Plan of Enclosed Lots on Private Way on Mast Road in Falmouth, Maine" Dated May 1994 by Tom Lantz Surveyors, Inc.
 7. "June 2008 by TNA Land Surveyors, Inc."

