

AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS AMENDMENT TO PURCHASE AND SALE AGREEMENT (this “Amendment”) is dated \_\_\_\_\_, 2019 and is attached to and made part of that certain Purchase and Sale Agreement by and between the **Town of Falmouth** (“Buyer”) and **Catherine M. Liberty, Trustee of the David G. Merrill Revocable Trust** (“Seller”) effective as of July 23, 2019 (the “Agreement”), relating to property of Seller located on Field Rd. in Falmouth, Maine described in the Agreement (the “Premises”). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Agreement.

For good and valuable consideration, the Seller and Buyer hereby agree that the Agreement is modified as follows:

1. **Easement.** The deed given to the Buyer at the Closing shall also convey to Buyer a 50’ wide perpetual easement appurtenant to the Premises over a portion of the Seller’s Retained Land, as shown on the Survey, a reduced copy of which is attached hereto as **Exhibit A** (the “Easement”). The Easement shall be for the benefit of the Buyer, its successors and assigns, for purposes of installing, maintaining, accessing, inspecting, repairing, replacing and using: (a) a public trail and associated signage and facilities; (b) underground and above-ground utilities; and (c) a road, which may be paved at the Buyer’s option, providing vehicular and pedestrian access to and from Field Road and the Premises and any future development or improvements located thereon. The Easement shall be conveyed with metes and bounds, as shown on the Survey.

2. **Acreage.** The Seller has requested that the Buyer agree to a reduction in the size of the Premises from 40.5 acres to 40.11 acres, as shown on the Survey, which would result in a reduction of the Purchase Price, in accordance with Section 5(c) of the Agreement, from \$600,000 to \$594,222. Such request is subject to the review and approval of the Falmouth Town Council. Therefore, the parties agree that the 7-day period set forth in Section 5(a) of the Agreement, for Buyer’s review of the Survey, is hereby extended to August 13, 2019, to allow sufficient time for the Falmouth Town Council to review the Survey and the Seller’s above-referenced request.

3. **Ratification.** Except as expressly modified hereby, the Agreement is hereby ratified and confirmed by the Buyer and Seller. The terms and provisions of this Amendment shall control over any inconsistent or conflicting terms and provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment to Purchase and Sale Agreement as of the date set forth above.

SELLER:

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**Catherine M. Liberty, Trustee of the  
David G. Merrill Revocable Trust**

BUYER:

**TOWN OF FALMOUTH**

By: \_\_\_\_\_

Nathan Poore

Town Manager

EXHIBIT A