

## PURCHASE AND SALE AGREEMENT

*Off Haynes Road, Greystone Lane, Liberty Ledge and Julian's Way  
Town of Sudbury, Massachusetts*

### 1. PARTIES AND MAILING ADDRESSES

This Purchase and Sale Agreement (the "Agreement") is made this 20th day of August, 2019 (the "**Effective Date**") by and among:

**Liberty Ledge, LLC**, a Massachusetts limited liability company, of One Liberty Ledge, Sudbury, Massachusetts 01776 (the "**Seller**"),

**Camp Sewataro, Inc.**, a Massachusetts corporation, of One Liberty Ledge, Sudbury, Massachusetts 01776 (the "**Camp**"), and

**The Town of Sudbury**, acting through its Board of Selectmen, with an address of Flynn Building, 278 Old Sudbury Road, Sudbury, MA 01776 (the "**Buyer**").

### 2. LAND DESCRIPTION

The Seller agrees to sell, and the Buyer agrees to buy, upon the terms hereinafter set forth, the following described premises:

A parcel of land together with all buildings and improvements thereon containing approximately of 44.3 acres of land located off of Haynes Road, Greystone Lane, Liberty Ledge and Julian's Way, shown on the Sketch Plan prepared by David E. Ross Associates, Inc. for Liberty Ledge, LLC, dated as of August 8, 2019 (the "**Sketch Plan**") attached hereto as Exhibit A, and as more particularly described in the Deed from William J. Dowie, Trustee of Liberty Ledge Real Estate Trust to Seller, recorded with the Middlesex South Registry of Deeds in Book 69003, Page 75 on March 13, 2017, and filed with the Middlesex South Registry District of the Land Court on March 13, 2017 in Registration Book 1505, Page 37 with Certificate No. 264467 (the "**Premises**").

The Premises expressly excludes (i) the property previously conveyed to Mark Taylor and M. Janette Goddard-Taylor, Trustees of the Mark Taylor Revocable Trust, under declaration of trust dated August 27, 1993 (the "**Mark Taylor Trust**") by deed filed with the Middlesex South Registry District of the Land Court on March 13, 2017 in Registration Book 1505, Page 38 with Certificate No. 264468 and shown as Lots 225 and 227 (formerly Lots 226 and 211) on the Sketch Plan; and (ii) Lot 208 shown on a plan entitled "Subdivision of Land in Sudbury", filed with the Middlesex South Registry District of the Land Court as Plan Number 2170-W and also shown as Lot 208 on the Sketch Plan (the properties identified in (i) and (ii) collectively, the "**Excluded Lots**"). Seller intends to retain Lot 208 and Mark Taylor or the Mark Taylor Trust or either of their nominees ("**Mark Taylor**") intends to retain 225 and 227 (Lot 227 is the combination of Lot 226 and

Lot 211, pursuant to the Modification, as defined below), each as lawful, conforming lots for use, each for one single family residence (being a total of three single family residences) and permitted accessory uses.

Buyer (acting by and through its Board of Selectmen) agrees that it shall not oppose, in any manner whatsoever, and that it shall cooperate with and support Mark Taylor and Seller in their efforts to obtain approval from the Planning Board of the Town of Sudbury to modify the existing Definitive Subdivision Approval for Liberty Ledge/Bittersweet pursuant to G.L. c. 41, s. 81U, (the “**Modification**”), which Modification (i) waives the construction requirements set forth in the Rules and Regulations Governing the Subdivision of Land, for a part of the unconstructed and unaccepted portion of Greystone Lane and authorizes the construction of a driveway within the strip of land approximately shown as “Proposed 20’ Wide Driveway”, situated within the boundaries of Greystone Lane, as shown on the sketch plan entitled “Conceptual Plan of Land in Sudbury, Mass. Prepared for Liberty Ledge LLC” by Mark K. Wheeler, surveyor, dated August 5, 2019, attached hereto as Exhibit B (the “**Easement Sketch Plan**”), with a turnaround for emergency vehicles over a portion of said Lot 226 (shown as Proposed Lot 227 on the Easement Sketch Plan), in accordance with standards applied to common driveways under the Driveway Location Approval Rules and Regulations of the Town of Sudbury, with such driveway to serve as actual access to said Lot 227 (which was formerly Lot 226 and Lot 211 which lots have been combined to form one single lot), and to provide legal frontage for Lots 225 and 227, as well as any and all other governmental licenses, permits and approvals required in connection with the construction and use of the driveway as legal frontage as aforesaid; (ii) authorizes use of the existing driveway over Lot 208 for actual access to Lot 225; and (iii) confirms that the unaccepted but constructed portion of Greystone Lane abutting and adjacent to Lot 208 constitutes legal frontage for said Lot 208. In connection with the foregoing, Seller intends to retain certain rights as more particularly set forth in Exhibit C attached hereto to use a portion of Greystone Lane approximately as shown on the Easement Sketch Plan to provide legal access and frontage for the Excluded Lots, as aforesaid, and intends to reserve the perpetual right and easement over, under and upon, any and all drainage, storm water, utility and other easements that exist or are shown on the plan or plans showing the Modification contemplated above, or are located otherwise within the Premises being conveyed to Buyer, and the right to construct and maintain such easements. The parties acknowledge that the locations and dimensions of the driveways and turnaround as shown on the Easement Sketch Plan are approximate, and the locations and dimensions may change once the actual engineering has been completed and/or in connection with any requirements of the Planning Board. Seller shall keep Buyer reasonably informed of any changes to the locations or dimensions. In connection with the Modification, Seller and Mark Taylor will agree to be solely responsible for the cost of construction of the proposed driveway and any drainage, storm water, utility and other easements that exist or are shown on the plan or plans showing the Modification contemplated above, or are located otherwise within the Premises being conveyed to Buyer that are solely and exclusively for the benefit of the Excluded Lots, and to be solely responsible for maintaining said driveway and said easements, including without limitation, removal of snow and ice therefrom, but said obligation to maintain said driveway and for snow and ice removal, shall cease and be of no further force or effect

whatsoever, if and when the unaccepted and unconstructed portion of Greystone Lane is constructed by Buyer or its successors or assigns.

### 3. **BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES**

Included in the sale as part of the Premises are the buildings, structures, and improvements now thereon, and the fixtures and personal property belonging to the Seller and the Camp and used in connection therewith, except for certain personal property identified on Exhibit D-1, attached hereto, belonging to Mark Taylor (the “**Excluded Property**”). A preliminary list of the personal property owned by the Camp (based on the 2018 inventory) that shall be included in the sale to Buyer is identified on Exhibit D2 attached hereto (the “**Personal Property**”). The Buyer and the Camp acknowledge that the list of Personal Property will be revised and updated prior to Closing. The parties agree that Mark Taylor shall have until April 30, 2020 to remove the Excluded Property from the Premises. Such removal shall be coordinated with the Buyer and/or its camp operator, to minimize any interference with camp operations at the Premises. At the Closing, Mark Taylor and the Buyer shall enter into a license agreement to allow Mark Taylor to maintain the Excluded Property in its location on the Premises until April 30, 2020 and to permit Mark Taylor reasonable access to the Premises to remove the Excluded Property, in a form mutually acceptable to both Mark Taylor and the Buyer, for a license fee of \$1.00.

### 4. **GIFT OF CAMP**

With the execution of this Agreement, the Camp shall deliver a certified copy of its stock ledger, in the form attached hereto as Exhibit E. The Camp represents that all of the shareholders of the Camp have agreed to donate their shares in the Camp to the Buyer upon the recording of the Deed of the Premises to the Buyer. To accomplish this, the Camp shall deliver to the Buyer, with the delivery of the Deed, share transfer agreements substantially in the form attached hereto as Exhibit F, from each shareholder of the Camp, to be held in escrow until the recording of the Deed of the Premises. Prior to the Closing, the Buyer shall take all steps necessary to enable the Buyer to accept the gift of the Camp shares at Closing, including without limitation, any required votes or approvals. The Buyer and Seller shall cooperate to appropriately recognize the charitable gift of the Camp shares, but the parties acknowledge that Buyer shall not be responsible for determining the value of the charitable gift. Buyer shall assume no liabilities of any kind or nature of Camp or any liabilities of any kind or nature arising out of the operation of the summer camp operated by the Camp prior to the Closing Date and the Camp and the Seller shall so indemnify and hold harmless the Buyer in accordance with the Indemnity Agreement attached hereto as Exhibit G. Camp shareholders shall assume no liabilities of any kind or nature of Camp or any liabilities of any kind or nature arising out of the operation of the summer camp on and after the Closing Date.

Camp acknowledges and agrees that all intellectual property owned by Camp is included in this transaction and ownership thereof shall be transferred to Buyer as part of the gift of all the shares of Camp to the Buyer at the time of the Closing.

Camp acknowledges that the Buyer expects to retain an operator to operate the camp on the Premises during the summer of 2020. As a result, Camp shall, on or about the date hereof, grant the Town a license to use the intellectual property owned by Camp, substantially in the form attached hereto as Exhibit H.

Other than in connection with routine Camp business, Camp shall not modify, license, sublicense, sell, donate, give, or otherwise transfer or disclose any of its camper names, client lists, mailing addresses and lists, marketing, advertising and promotional materials, registration materials, other documents and materials relating to the operation of the Camp, the name "Camp Sewataro" and logos and other branding images relating thereto, or any other intellectual property relating to the camp to any party other than Buyer, without Buyer's written authorization.

Section 4 shall survive the delivery and recording of the Deed.

## 5. TITLE DEED

Said premises are to be conveyed by a good and sufficient Massachusetts quitclaim deed (the "**Deed**"), running to the Buyer, which Deed shall include the restriction regarding night lighting and cell phone towers substantially in the form attached hereto as Exhibit I (the "**Restriction**"). The Deed shall convey a good and clear record and marketable title thereto, free from encumbrances, mortgages, liens, charges, restrictions, or any other matters of record except:

- (a) Existing rights and obligations in party walls which are not the subject of written agreement, so long as they do not materially impact the current use of the Premises;
- (b) Such taxes for the then current year as are not due and payable on the date of the delivery of such Deed;
- (c) Any liens for municipal betterments assessed after the date of this Agreement;
- (d) The Permitted Exceptions (as defined in Section 24);
- (e) The Restriction;
- (e) Easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with the current use of the Premises;
- (f) Reservation of rights attached hereto as Exhibit C and the perpetual right and easement over, under, and upon, any and all drainage, storm water, utility and other easements that Seller may require for the benefit of the Excluded Lots.

Such Deed shall contain a representation that the Seller has not elected to be taxed as a corporation.

**6. REGISTERED TITLE**

In addition to the foregoing, if the title to said Premises is registered, the Deed shall be in form sufficient to entitle the Buyer to a Certificate of Title of the Premises, and the Seller shall deliver with the Deed all instruments, if any, necessary to enable the Buyer to obtain such Certificate of Title.

**7. PURCHASE PRICE**

The agreed purchase price for the Premises is **ELEVEN MILLION TWO HUNDRED SIXTY-NINE THOUSAND SEVEN HUNDRED and N0/100 (\$11,269,700.00) Dollars**, which shall be paid at the time of delivery of the Deed, by certified cashier's, treasurer's or bank check(s) or wire transfer.

**8. TIME FOR PERFORMANCE; DELIVERY OF DEED**

Such Deed is to be delivered at 12 o'clock p.m. on October 17, 2019 (as it may be extended pursuant to the terms of this Agreement, the "**Closing Date**"), at the Office of Buyer's counsel located at 101 Arch Street, 12th Floor, in Boston, Massachusetts, unless otherwise agreed upon by the parties. The Deed to be delivered shall not comply with this Agreement if it is executed under a power of attorney.

**9. POSSESSION AND CONDITION OF PREMISES**

Except as set forth herein, full possession of the Premises free of all tenants and occupants, is to be delivered at the time of the delivery of the Deed, the Premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted and except for the shed to be removed prior to the Closing Date pursuant to Section 25, and (b) in compliance with provisions of any instrument referred to in Section 5 hereof. The Buyer shall be entitled personally to inspect the Premises prior to the delivery of the Deed in order to determine whether the condition thereof complies with the terms of this clause.

**10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM**

If the 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, the Seller shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the Premises conform to the provisions hereof, as the case may be, in which event the Seller shall give written notice thereof to the Buyer at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of up to sixty (60) days. The Seller shall not be required to spend more than \$25,000.00, exclusive of mortgage payoffs, real estate taxes and any other liens voluntarily incurred by Seller, to clear title or to otherwise make the Premises comply with the terms of this Agreement.

**11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc.**

If at the expiration of the extended time the 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, or if at any time during the period of this Agreement or any extension thereof, the holder of a mortgage on the Premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this Agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties thereto.

**12. BUYER'S ELECTION TO ACCEPT TITLE**

The Buyer shall have the election, at either the original or any extended time for performance, to accept such title as the Seller can deliver to the Premises in their then condition and to pay therefore the purchase price without deduction, in which case the Seller shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the Premises shall have been damaged by fire or casualty insured against, then the Seller shall, unless the Seller has previously restored the premises to their former condition, either:

- (a) pay over or assign to the Buyer, on delivery of the Deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the Seller for any partial restoration, or
- (b) if a holder of a mortgage on the Premises shall not permit the insurance proceeds or a part thereof to be used to restore the Premises to their former condition or to be so paid over or assigned, give to the Buyer a credit against the purchase price, on delivery of the Deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by the Seller for any partial restoration.

**13. ACCEPTANCE OF DEED**

The acceptance and recording of a Deed by the Buyer or his 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 the Deed.

**14. USE OF PURCHASE MONEY TO CLEAR TITLE**

To enable the Seller to make conveyance as herein provided, the Seller may, at the time of delivery of the Deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of the Deed or subsequent thereto for institutional mortgages in accordance with customary conveying practice.

**15. INSURANCE**

Until the delivery of the Deed, the Seller shall maintain and cause the Camp to maintain insurance on the Premises as follows:

**As presently insured.**

**16. ADJUSTMENTS**

Water and sewer use charges shall be apportioned and fuel value shall be adjusted, as of the Closing Date and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the Buyer at the time of delivery of the Deed.

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 the 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.

**17. ADJUSTMENT OF UNASSESSED AND ABATED TAXES**

If the amount of said taxes is not known at the time of the delivery of the Deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable costs of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.

**18. BROKER'S FEE**

A Broker's fee for professional services is due from the Seller to McCall & Almy, the "Broker" named herein, when and if the Deed is recorded and the full purchase price is paid, pursuant to a separate agreement between the Broker and the Seller. The Seller and the Buyer represent and warrant to each other that neither has dealt with any real estate agent or broker in connection with the transaction other than the Broker, and was not called to the attention of the other as a result of the services of any real estate agent or broker. This Section will survive the Closing Date.

**19. LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, etc.**

If the Seller, Camp or Buyer executes this Agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the Seller, Camp or Buyer so executing, nor any shareholder or beneficiary of any trust, or any other individual officer, director or employee of Seller shall be personally liable for any obligation, express or implied, hereunder.

**20. WARRANTIES AND REPRESENTATIONS**

The Buyer acknowledges that the Buyer has not been influenced to enter into this transaction nor have they relied upon any warranties or representations not set forth or incorporated in this Agreement or previously made in writing, except for the following additional warranties and representations, if any, made by any of the Seller, the Camp or the Broker(s): NONE

**21. CONSTRUCTION OF AGREEMENT**

This Agreement, executed in multiple original counterparts, is 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 and their respective heirs, devisees, executors, administrators, successors and assigns. It may be cancelled, modified or amended only by a written instrument signed by the Camp, Seller and the Buyer. The captions 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.

**22. LEAD PAINT LAW**

The parties acknowledge that, under Massachusetts law, whenever a child or children under six years of age resides in any residential premises in which any paint, plaster or other accessible material contains dangerous levels of lead, the owner of the Premises must remove or cover said paint, plaster or other materials as to make it inaccessible to children under six years of age.

**23. NOTICE**

All notices required hereunder shall be in writing and deemed to have been duly given (i) three business days after mailing if sent by U.S. mail, postage prepaid, certified mail, return receipt requested, (ii) on the date of delivery if delivered by hand, or (iii) on the next business day after mailing if sent by nationally recognized overnight carrier (i.e. UPS, FedEx, USPS), by overnight mail, and in each case addressed to the parties at their respective addresses as set forth in Paragraph 1 of the Agreement, with copies as follows:

To Seller's attorney:

Sheryl A. Howard, Esq.  
Krokidas & Bluestein LLP  
600 Atlantic Avenue  
Boston, MA 02210  
Email: [showard@kb-law.com](mailto:showard@kb-law.com)

To Buyer's attorney:

Lee Smith, Esq.  
KP | LAW  
101 Arch Street, 12th Floor



## 24. BUYER'S DUE DILIGENCE

Due Diligence Period. Buyer shall have a due diligence period in which to conduct its own assessment of the title, survey and environmental condition of the Premises commencing upon the date of this Agreement and ending at 5:00 P.M. Eastern Standard Time September 30, 2019 (the “**Due Diligence Period Expiration Date**”). The period of time from the Effective Date to the Due Diligence Period Expiration Date is herein referred to as the “**Due Diligence Period**”.

Environmental Condition; Termination. On or before the Due Diligence Period Expiration Date, Buyer may, by written notice to Seller, elect to terminate this Agreement based on its dissatisfaction with the environmental condition of the Premises. Absent such timely notice by Buyer, this Agreement shall continue in full force and effect, and Buyer shall be deemed to have waived its right to terminate this Agreement pursuant to this paragraph. In the event this Agreement shall be terminated pursuant to this Section, except as to any rights and obligations which expressly survive the termination of this Agreement, no party shall have any further claim against the other under this Agreement.

Title and Survey. After the Effective Date, Buyer may obtain from a national title insurance company to be selected by Buyer, in Buyer's sole discretion, ALTA title insurance commitments (together, the “**Title Commitment**”) covering the Premises, together with copies of each document referenced in the Title Commitment as an exception to title the Premises.

After the Effective Date, Buyer may obtain, at the Buyer's sole cost and expense, from a surveyor or surveying firm licensed by the Commonwealth of Massachusetts (the “**Surveyor**”), ALTA surveys of the Premises (together the “**Survey**”), certified to Buyer and the title company issuing the Title Commitment, reflecting the total area of the land and the location of all improvements, recorded easements and encroachments, if any, located thereon and all building and set back lines and other matters of record with respect thereto.

Buyer shall have until the Due Diligence Period Expiration Date to notify Seller, in writing, of any objections Buyer may have to anything contained in the Title Commitment or shown on the Survey (the “**Defect Notice**”). Any item contained in the Title Commitment or any matter shown on the Survey to which Buyer does not object prior to the Due Diligence Period Expiration Date shall be deemed a “**Permitted Exception**”. Notwithstanding the foregoing, the shed to be removed pursuant to Section 25 shall not be considered a Permitted Exception. In the event Buyer notifies Seller of any such objections prior to the Due Diligence Period Expiration Date, Seller shall use reasonable efforts to remove, satisfy or cure such objections prior to the Closing Date. As used herein, “reasonable efforts” shall not require Seller to expend more than \$25,000.00 to cure such objections, exclusive of mortgage payoffs, real estate taxes and any other liens voluntarily incurred by Seller. If

Seller is not able to remove, satisfy or cure such objections Seller may elect to extend the Closing Date pursuant to Section 10.

In the event Seller is unable to effect a cure at either the original or extended Closing Date pursuant to Section 10, Buyer shall have the following options: (i) to accept a conveyance of the Premises subject to the Permitted Exceptions, specifically including any objection raised by Buyer which Seller is unable to cure, and without reduction of the Purchase Price; or (ii) to terminate this Agreement by sending written notice thereof to Seller, and upon delivery of such notice of termination, this Agreement shall terminate, and thereafter neither party hereto shall have any further rights, obligations or liabilities hereunder except to the extent that any right, obligation or liability set forth herein expressly survives termination of this Agreement.

Whether or not Buyer shall have furnished to Seller any notice of any title and/or survey objections pursuant to the foregoing provisions of this Agreement, Buyer may, at or prior to the Closing Date, notify Seller in writing of any objections first appearing of record between (a) the date which is the earlier of (i) the effective date of the Title Commitment referred to above, which shall be no earlier than fourteen (14) days prior to the expiration of the Due Diligence Period, or (ii) the expiration of the Due Diligence Period, and (b) the date on which the transaction contemplated herein is scheduled to close. With respect to any objections set forth in such notice, Seller shall have the same obligation to cure and Buyer shall have the same option to accept title subject to such matters or to terminate this Agreement as those which apply to any notice of objections made by Buyer before the expiration of the Due Diligence Period. If Seller reasonably requires additional time to cure any such matters, the Closing Date shall be extended by a reasonable additional time to effect such a cure, but in no event shall the extension exceed sixty (60) days after the Closing Date (as such date may have been previously extended).

Buyer's Access. During the Due Diligence Period and during such other times as to which Seller consents in writing (which consent shall not be unreasonably withheld), Buyer and its agents shall be permitted to enter upon the Premises to inspect and/or exhibit the Premises to third parties and make such non-invasive tests, surveys and inspections as Buyer reasonably deems necessary for its due diligence, including without limitation, environmental assessments and testing, environmental audits, from time to time, at the sole cost and expense of Buyer. Prior to any such entry on the Premises, Buyer shall give Seller at least twenty-four (24) hours advance notice (which may be verbal) of any entry, and shall provide Seller with a certificate of insurance from Buyer or its contractor in an amount reasonably satisfactory to Seller. Seller shall be named as an additional insured on such policy. Seller shall be entitled to have a representative present during any such entry, visit or testing. Seller, Buyer and Camp shall coordinate such access to minimize any interference with the Camp's operation of the summer camp. Buyer shall promptly repair any damage resulting from the entry at Buyer's sole expense, which obligation shall survive termination of this Agreement. Upon completion of any inspection or investigation, Buyer will promptly restore the Premises substantially to the condition existing prior to Buyer's initial entry upon the Premises. In the event that any of Buyer's audits or reports disclose a condition that Buyer would be obligated by law to disclose to

Seller and that Seller would be obligated by law or other governmental regulation to report to a governmental authority or agency, then Buyer shall provide Seller with a copy of such audit or report. Buyer shall not otherwise provide Seller with a copy of such audit or report unless Seller requests it in writing. Seller and Camp agree to provide Buyer with copies of environmental reports and assessments relating to the Premises, if any, to the extent known to and in the possession of Seller or Camp.

**25. REMOVAL OF SHED**

Seller agrees to remove the existing shed on the Premises that encroaches on a portion of Greystone Lane prior to the Closing Date.

**26. AS IS CONDITION**

Except as expressly set forth in this Agreement, it is understood and agreed that Seller and Seller's agents or employees have not at any time made and are not now making, and they specifically disclaim, any warranties, representations or guaranties of any kind or character, express or implied, with respect to the Premises or the Personal Property. Buyer acknowledges and agrees that upon the Closing Date, Seller shall sell and convey to Buyer and Buyer shall accept the Premises and Personal Property "AS IS, WHERE IS, WITH ALL FAULTS," except to the extent expressly provided otherwise in this Agreement and any document executed by Seller and delivered to Buyer on the Closing Date. Except as expressly set forth in this Agreement, Buyer has not relied and will not rely on, and Seller has not made and is not liable for or bound by, any express or implied warranties, guarantees, statements, representations or information pertaining to the Premises or Personal Property or relating thereto (including specifically, without limitation, property information packages distributed with respect to the Premises) made or furnished by Seller, or any property manager, real estate broker, agent or third party representing or purporting to represent Seller, to whomever made or given, directly or indirectly, orally or in writing. Buyer represents that it is a knowledgeable, experienced and sophisticated buyer of real estate and that, except as expressly set forth in this Agreement, it is relying solely on its own expertise and that of Buyer's consultants in purchasing the Premises and shall make an independent verification of the accuracy of any documents and information provided by Seller. Buyer has conducted or will conduct prior to the Due Diligence Expiration Date such inspections and investigations of the Premises and Personal Property as Buyer deems necessary, including, but not limited to, the physical and environmental conditions thereof, and shall rely upon same. Buyer acknowledges that Seller has afforded Buyer a full opportunity to conduct such investigations of the Premises and Personal Property as Buyer deemed necessary to satisfy itself as to the condition of the Premises and Personal Property and the existence or non-existence or curative action to be taken with respect to any hazardous materials on or discharged from the Premises, and will rely solely upon same and not upon any information provided by or on behalf of Seller or its agents or employees with respect thereto, other than such representations, warranties and covenants of Seller as are expressly set forth in this Agreement. Upon Closing Date, Buyer shall assume the risk that adverse matters, including, but not limited to, adverse physical or construction

defects or adverse environmental, health or safety conditions, may not have been revealed by Buyer's inspections and investigations.

**27. SELLER CLOSING DELIVERIES**

In addition to the Deed, the Seller shall also deliver or cause to be delivered to the Buyer, on or before the Closing Date, the following items or documents with respect to the Premises:

- (i) an affidavit in the form ordinarily required by nationally recognized title insurance companies, so as to delete the "mechanic's lien and parties-in-possession exceptions" from an owner's title insurance policy;
- (ii) an affidavit in the form required by Section 1445 of the Internal Revenue Code, as amended, as to the status of the Seller as a "non-foreign person" or "non-foreign party" thereunder;
- (iii) a Bill of Sale conveying, for nominal, non-monetary consideration, any and all personal property belonging to the Seller and the Camp that is to be conveyed to the Buyer under this Agreement;
- (iv) Form 1099-S to be filed with the Internal Revenue Service;
- (v) Settlement statement showing all of the payments, adjustments and prorations provided for in this Agreement and otherwise agreed upon by Seller and Buyer (the "Settlement Statement");
- (vi) evidence of the authority of the Seller to execute and deliver this Agreement, the Deed and all of the other documents required to be delivered by the Seller hereunder and such other documents, certificates and agreements reasonably required by the Buyer's lender or the Buyer's title insurer in order to effectuate the transaction contemplated by this Agreement, all of such evidence to be in form and substance reasonably satisfactory to the Buyer or its title insurer; and
- (vii) Executed original versions of the documents described in Exhibits D, E and F.

**28. BUYER CLOSING DELIVERIES**

In connection with the Closing Date, Buyer shall deliver to Seller, on or before the date of the Closing Date, the following items or documents with respect to the Premises:

- (i) the balance of the Purchase Price;
- (ii) the Settlement Statement; and
- (iii) if applicable, evidence of the authority of the Buyer to execute and deliver this Agreement and all of the other documents required to be delivered by the Buyer hereunder.

**29. ASSIGNMENT**

The Buyer may not assign this Agreement or any of the Buyer's rights under this Agreement without the written consent of the Seller.

**30. SUPERSEDES OTHER AGREEMENTS**

This Agreement supersedes any prior agreements made by any of the parties with respect to the transaction described in this Agreement, including without limitation the Letter of Intent dated April 18, 2019, but expressly excluding the Nondisclosure/Confidentiality Agreement between the parties. All other prior agreements are void and without recourse to the parties.

**31. TITLE STANDARDS**

Any title matter which is the subject of a title standard of the Real Estate Bar Association on the Closing Date will be governed by the title standard to the extent applicable.

**32. TRANSACTION COSTS**

Except as otherwise specifically set forth in this Agreement, the Seller shall pay for the following costs in connection with this transaction: (i) the fees and expenses of its own attorneys, accountants and consultants; and (ii) recording fees for all documents traditionally charged to sellers, including for any title-clearing documents or seller authority documents. No deed excise stamp tax is due or payable pursuant to G.L. c. 64D, §1.

Except as otherwise specifically set forth in this Agreement, Buyer shall pay: (i) the fees and expenses of its own attorneys, accountants and consultants; (ii) all fees, costs and expenses incurred in connection with Buyer's review and inspection of the Premises; (iii) recording fees for all documents traditionally charged to purchasers, including any required purchaser authority documents; and (iv) all fees and premiums to be paid to Buyer's title company and surveyor. All other fees, costs and expenses not expressly addressed in this Section or elsewhere in this Agreement shall be allocated between the parties in accordance with applicable local custom for similar transactions.

**33. ATTORNEY AUTHORIZATION TO EXECUTE EXTENSIONS**

In order to facilitate the execution of documents extending the time for any performance of any event that may occur under this Agreement, each of the undersigned hereby authorizes his or her respective attorney to assent to and execute on its behalf any (a) agreements extending the time for performance of any event hereunder or (b) any notice that may be given under this Agreement.

**34. MISCELLANEOUS**

- (a) If the Buyer records a copy of this Agreement with the Registry, the Seller, at its option, may declare the Seller's obligations hereunder to be null and void and may deem the Buyer to be in default of its obligations hereunder.
- (b) Each party hereby represents and warrants to the other that it has the full right, power and authority to enter into this Agreement, and to perform all of their respective obligations thereunder, and that the person signing this Agreement on its behalf has the requisite lawful authority to do so.
- (c) If any provision of this Agreement is to any extent invalid or unenforceable, the remainder of this Agreement (or the application of such provision to persons or circumstances other than those in respect of which it is invalid or unenforceable) is not to be affected thereby, and each provision of this Agreement is valid and enforceable to the fullest extent permitted by law.

**35. RELOCATION**

Seller hereby waives any rights Seller may have with respect to relocation assistance or benefits, including without limitation, those rights and benefits provided pursuant to G.L. c. 79A and 760 CMR 27.00 et seq.

**36. BENEFICIAL INTEREST DISCLOSURE STATEMENT**

Seller agrees to deliver to Buyer on the date of this Agreement, a completed Beneficial Interest Disclosure Statement, in the form required by DCAMM pursuant to Section 38 of Chapter 7C of the Mass. Gen. Laws, in the form attached hereto as Exhibit J.

**37. UNIFORM PROCUREMENT ACT**

This transaction is subject to compliance with the provisions of G.L. c.30B (the Uniform Procurement Act) for acquisition of real property. Buyer represents and warrants to Seller that it will have complied with all requirements under the Uniform Procurement Act in connection with the transactions described in this Agreement as of the Closing Date.

**38. ERRORS AND OMISSIONS**

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 of 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.

**39. SELLER AND CAMP REPRESENTATIONS AND WARRANTIES**

Each of the Seller and the Camp, as applicable, represents the following as to the each of their actual knowledge, and without conducting any independent investigation or inquiry

of any kind or nature (and no constructive or imputed knowledge shall be attributed to Seller or Camp):

- (i) Neither the execution and delivery of this Agreement nor Seller's nor the Camp's performance of its obligations hereunder will constitute a breach or default under any agreement to which Seller or the Camp is bound;
- (ii) Neither Seller nor the Camp have granted any options, rights of first refusal, or other contracts which give any other party a right to purchase or acquire any interest in the Premises or the Camp or any of the Camp's property, including without limitation, any of the stock of the corporation or its intellectual property, except as otherwise described herein;
- (iii) Seller has not entered into any leases, licenses, or other occupancy agreements (whether written or oral) in effect with respect to any part of the Premises that will not have terminated by the Closing Date, except as otherwise described herein;
- (iv) As of the date hereof, Seller has received no written notice from any governmental authority or agency having jurisdiction over the Property of any environmental contamination, or the existence of any hazardous materials at the Property 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 if Seller subsequently receives any such written notice, it shall promptly provide a copy to Buyer;
- (v) To the best of Seller's knowledge, information, and belief, (a) other than a release as detailed in a Response Action Outcome Submittal, dated August 8, 2006, filed by NStar, a copy of which will be provided to Buyer, there has been no 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 meanings given to them in M.G.L. c.21E); (b) 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 (c) chlordane has not been used as a pesticide on the Premises;
- (vi) 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 or the Camp;
- (vii) Seller has received no written notice from any governmental authority of any violation of applicable building, zoning, health, fire, safety or environmental laws, codes, ordinances or regulations which remains outstanding and uncured or unresolved;

- (viii) Seller and the Camp have not engaged in any dealings or transactions, directly or indirectly, (1) in contravention of any U.S., international or other anti-money laundering regulations or conventions, including without limitation the United States Bank Secrecy Act, the United States Money Laundering Control Act of 1986, the United States International Money Laundering Abatement and Anti-Terrorist Financing Act of 2001, Trading with the Enemy Act (50 U.S.C. §1 et seq., as amended), any foreign asset control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) or any enabling legislation or executive order relating thereto, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Public Law 107-56 and the regulations promulgated thereunder (collectively, the “Patriot Act”), or any order issued with respect to anti-money laundering by the U.S. Department of the Treasury’s Office of Foreign Assets Control (“OFAC”), or (2) in contravention of Executive Order No. 13224 issued by the President of the United States on September 24, 2001 (Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), as may be amended or supplemented from time to time (“Executive Order 13224”) or (3) on behalf of terrorists or terrorist organizations, including those persons or entities that are included on any relevant lists maintained by the United Nations, North Atlantic Treaty Organization, Organization of Economic Cooperation and Development, OFAC, Financial Action Task Force, U.S. Securities & Exchange Commission, U.S. Federal Bureau of Investigation, U.S. Central Intelligence Agency, U.S. Internal Revenue Service, or any country or organization, all as may be amended from time to time; and
- (ix) Seller and the Camp are not a person (1) that is listed in the Annex to or is otherwise subject to the provisions of Executive Order 13224, (2) whose name appears on OFAC’s most current list of “Specially Designated Nationals and Blocked Persons,” (which list may be published from time to time in various mediums including, but not limited to, the OFAC website, <http://www.treas.gov/ofac/t11sdn.pdf>), (3) who commits, threatens to commit or supports “terrorism”, as that term is defined in Executive Order 13224, or (4) who has been associated with or is otherwise affiliated with any entity or person listed above.

For purposes of the foregoing representations, “actual knowledge” of the Camp or of Seller shall mean the actual current knowledge of Mark Taylor. Seller shall notify Buyer of any change in these representations. Seller’s and the Camp’s representations and warranties shall survive the closing and the delivery of the deed for a period of nine (9) months.

[Signature Page Follows]



*[Signature Page: Seller and Camp]*

Executed by the parties hereto under seal as of the date first above written.

SELLER: Liberty Ledge, LLC

By:   
Mark Taylor, Executive Director

CAMP: Camp Sewataro, Inc.

By:   
Mark Taylor, Chief Executive Officer and Treasurer

[Signature Page – Buyer]

Executed by the parties hereto under seal as of the date first above written.

BUYER: Town of Sudbury  
By Its Board of Selectmen



Patricia A. Brown



Walter Schmitt

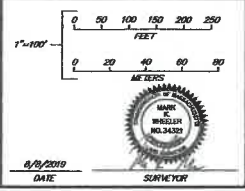
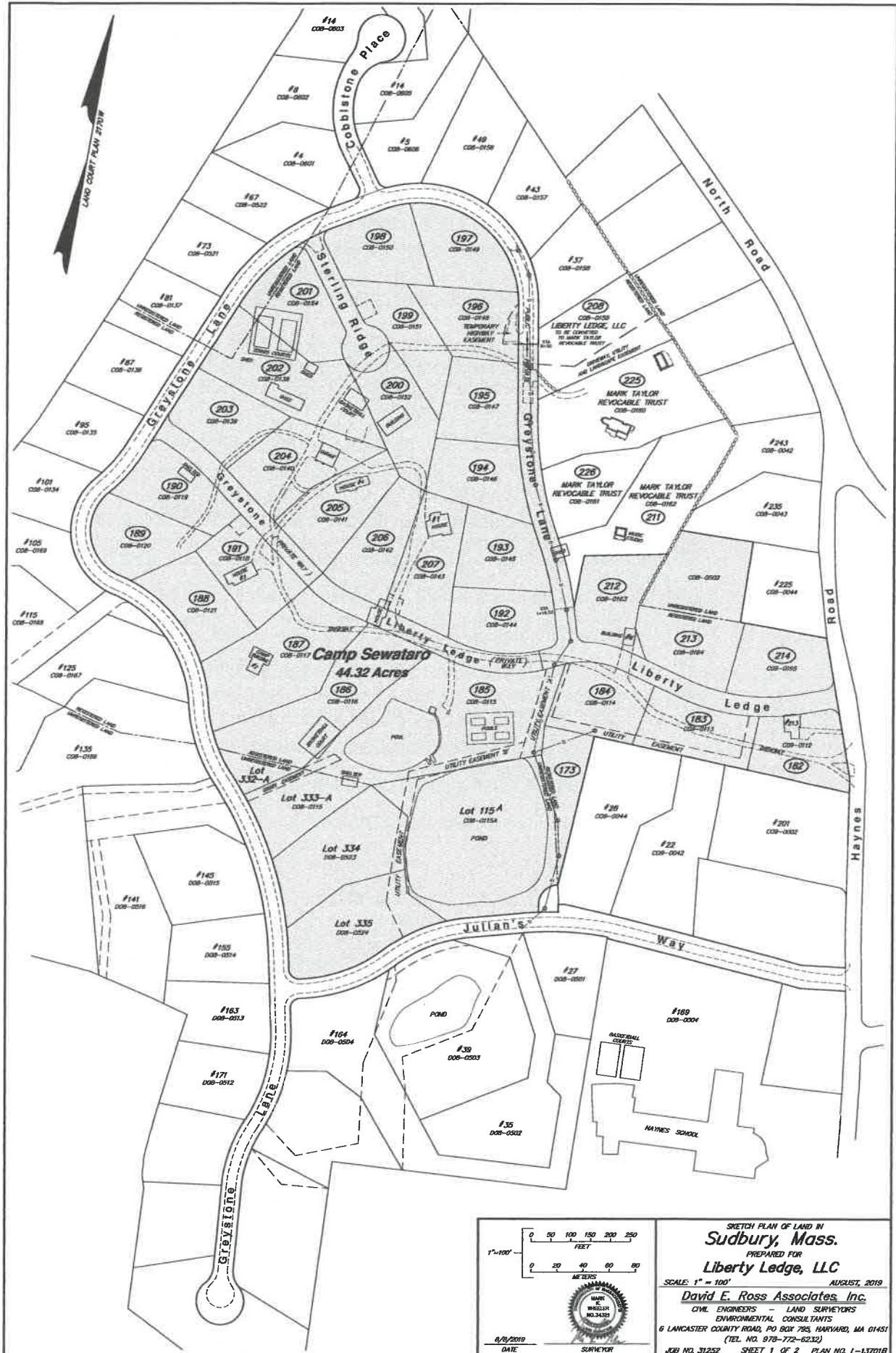
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List of Exhibits:

- Exhibit A: Sketch Plan showing Premises
- Exhibit B: Sketch Plan showing approximate location of driveways
- Exhibit C: Reservation of Rights
- Exhibit D1: Excluded Property
- Exhibit D2: Personal Property to be Included in Sale
- Exhibit E: Certified Copy of Camp Stock Ledger
- Exhibit F: Share Transfer Agreement
- Exhibit G: Indemnity Agreement
- Exhibit H: License Agreement
- Exhibit I: Restriction Regarding Night Lighting and Towers
- Exhibit J: DCAMM Beneficial Interest Disclosure Statement

**Exhibit A**

**Plan showing Premises**

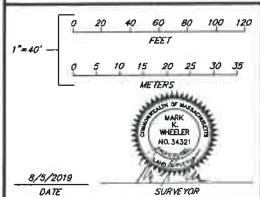
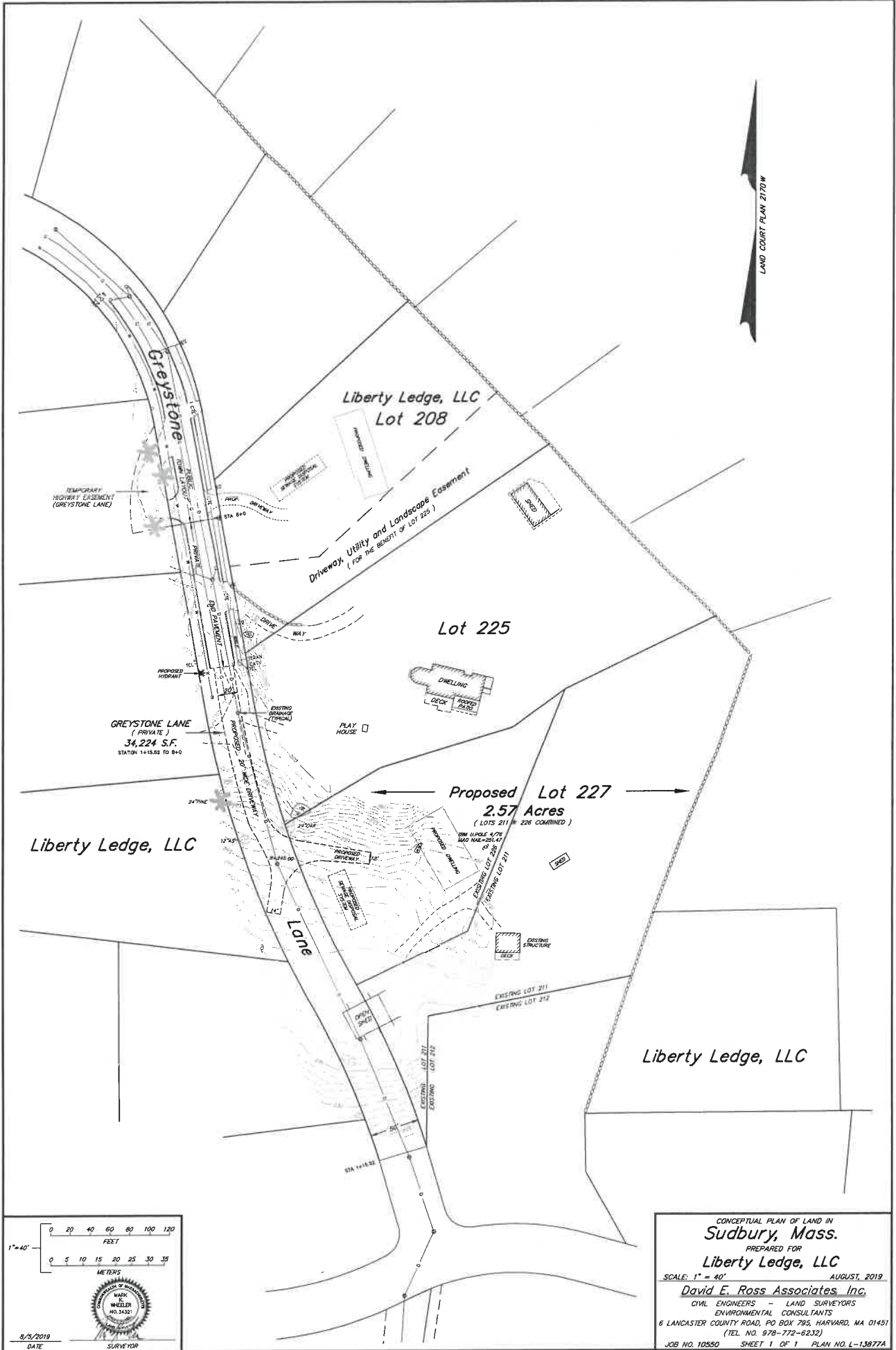


SKETCH PLAN OF LAND IN  
**Sudbury, Mass.**  
 PREPARED FOR  
**Liberty Ledge, LLC**  
 SCALE: 1" = 100' AUGUST, 2019  
**David E. Ross Associates, Inc.**  
 CIVIL ENGINEERS - LAND SURVEYORS  
 ENVIRONMENTAL CONSULTANTS  
 6 LANCASTER COUNTY ROAD, PO BOX 795, HARVARD, MA 01451  
 (TEL. NO. 978-772-6232)  
 JOB NO. 31252 SHEET 1 OF 2 PLAN NO. L-137018

**Exhibit B**

**Plan showing approximate location of driveways**

LAND COURT PLAN 2170W



CONCEPTUAL PLAN OF LAND IN  
**Sudbury, Mass.**  
 PREPARED FOR  
**Liberty Ledge, LLC**  
 SCALE: 1" = 40' AUGUST, 2019  
**David E. Ross Associates, Inc.**  
 CIVIL ENGINEERS — LAND SURVEYORS  
 ENVIRONMENTAL CONSULTANTS  
 6 LANCASTER COUNTY ROAD, PO BOX 795, HARVARD, MA 01451  
 (TEL. NO. 978-772-6232)  
 JOB NO. 10550 SHEET 1 OF 1 PLAN NO. L-13877A

## Exhibit C

### Reservation of Rights

Reserving to the Grantor, its successors and assigns, for the benefit of Lots 208, Lot 225, 226 and 211 on a plan entitled, “Plan of Land in Sudbury, Mass. Prepared for Mark Taylor Revocable Trust”, dated August, 2018, and filed with the Middlesex South Registry District of the Land Court as Plan No. 2170-Z, (the “2170-Z Plan”), and as set forth in a Grant of Rights from the Grantor to Mark Taylor and M. Janette Goddard-Taylor, Trustees of the Mark Taylor Revocable Trust, u/d/t dated August 27, 1993, as amended, which Grant of Rights is filed with said Registry District as Document No. \_\_\_\_\_ with Certificate of Title No. 264468, the non-exclusive, perpetual right to pass and repass, by vehicle and by foot, over, under and upon the unaccepted but constructed portion of Greystone Lane abutting and adjacent to Lot 208 and Lot 225, and that certain strip of land in Sudbury, Middlesex County, Massachusetts, being shown as “**Proposed 20’ Wide Driveway**”, (the “Driveway Area”), on a plan entitled, “Plan of Land in Sudbury, Mass. Prepared for Liberty Ledge, LLC”, dated August, 2019, prepared by David E. Ross Associates, Inc., (the “Driveway Plan”), which said plan is attached hereto and made a part hereof, for ingress and egress to said Lots 208, Lot 225, 226 and 211 on the 2170-Z Plan, for all purposes which streets and ways are commonly used in the Town of Sudbury, including but not limited to:

(a) the right to apply for and request approval from the Town of Sudbury Planning Board for a modification of the existing Definitive Subdivision Approval for the Bittersweet subdivision dated April 13, 1998, recorded with the Middlesex South District Registry of Deeds in Book 28814, Page 276, and plan approved therewith entitled, “Bittersweet” Definitive Subdivision of Land in Sudbury, Mass, Prepared for Liberty Ledge Real Estate Trust, William Dowie, Trustee, One Liberty Ledge – Sudbury, Mass. 01776, Prepared by: David E. Ross Associates, recorded with said Deeds as Plan No. 736 of 1998, and filed with said Registry District as Plan No. 2170-W pursuant to G.L. c. 41 s.81U (the “Modification”), which Modification (i) waives the construction requirements set forth in the Rules and Regulations Governing the Subdivision of Land, for a part of the unconstructed and unaccepted portion of Greystone Lane and allows the construction of a driveway within the Driveway Area with a turnaround for emergency vehicles over a portion of said Lot 226, in accordance with standards applied to common driveways under the Driveway Location Approval Rules and Regulations of the Town of Sudbury to serve as actual access to said Lot 226 (which said Lot 226 is to be combined with Lot 211 to form one single lot), and to provide legal frontage for Lots 225, and 226 (which said Lot 226 is to be combined with Lot 211 to form one single lot), as well as any and all other governmental licenses, permits and approvals required in connection with the construction and use of the Driveway Area as legal frontage as aforesaid; (ii) authorizes use of the existing driveway over Lot 208 for actual access to Lot 225; and (iii) confirms that the unaccepted but constructed portion of Greystone Lane abutting and adjacent to Lot 208 constitutes legal frontage for said Lot 208;



(b) the right to construct, maintain and reconstruct, a driveway, including paving and repaving, and any grading that may be required, over the Driveway Area, as shown on the attached Driveway Plan, in accordance with the provisions of the Modification granted by the Town of Sudbury Planning Board and any waivers, obligations or conditions contained therein and the Town of Sudbury Subdivision Rules and Regulations; and

(c) the right to install, construct, maintain, repair and operate underground utilities of all types and kinds within the layout of Greystone Lane and Liberty Ledge as shown on the plan filed with the Middlesex South Registry District of the Land Court as Plan No. 2170-W, including, but not limited to drainage and drainage facilities of all types and kinds, water, electric, gas and cable, and the right to convey such easements to the applicable utility provider, all in accordance with the provisions of the Modification granted by the Town of Sudbury Planning Board and any waivers, obligations or conditions contained therein and the Town of Sudbury Subdivision Rules and Regulations.

As consideration for the aforesaid reservation of rights, Grantor covenants and agrees that no more than one (1) single family home, together with usual accessory buildings, shall be constructed on each of Lots 208, 225 and 226 (to be combined with Lot 211), being a maximum of three (3) single family homes, and the Driveway Area shall not serve as access to any other land of the Grantor, their successors or assigns, or any other party other than the Grantee or its successors and assigns.

## **Exhibit D-1**

### **Excluded Property**

- All personal property located in residences #1 and #2 and the Cabin
- All grounds and maintenance vehicles and equipment, tools and supplies used in connection with maintaining the grounds and buildings, including without limitation:
  - 2000 Caterpillar backhoe
  - 1995 Kubota tractor
  - 1960 International tractor 1965 Dodge dump truck
  - 1998 GMC pickup truck and plow 1997 Toyota pickup truck
  - 1970 Wayne brush chipper 2006 Utility Trailer
  - 2014 Subaru
  - 2011 Club Car golf cart 2008 Club Car golf cart
  - All tractor attachments and accessories
- All contents of the Workshop/Garage, including without limitation:
  - All hand tools
  - All electric power tools
  - All gas powered tools
  - All ladders and shelving
  - All electrical, plumbing, carpentry and irrigation supplies
- All contents of the lawn mower shed including without limitation mowers, trimmers and supplies
- All landscaping materials including without limitation stone, loam, gravel, sand and cedar logs stored in the area near the tennis court access gate

**Exhibit D-2**

**2018 Inventory**

a

# Adventure Challenge

Equipment	Quantity you should have	Quantity 8/2018	Order for next year
<b>Climbing Wall</b>			
<b>Harnesses:</b>			
Child (full body)	8	10	
Adult (grey & orange)	8	10	
Staff	4	7	
<b>Helmets:</b>			
BD (small)	5	9	
BD (large)	1	4	
<b>Carabiners:</b>			
Auto lock	17	10	
Quick links	6	6	
None-climbing (hold the bells)	6	6	
<b>Belay Devices</b>	6	6	
<b>Bells</b>	6	6	
<b>Benches</b>	2	2	
<b>Blindfolds</b>	3	4	
<b>Clear bins</b>	4	3	
<b>Crates</b>	3	3	
<b>Gloves</b>	15	15	
<b>Manual w/ equipment logs</b>	1	1	
<b>Ropes</b>	6	6- in high ropes bin	
<b>Rugs</b>	4	0	
<b>Tape</b>	1	0	
<b>Thingy rope (green, purple, lime)</b>	2	??	
<b>Tie-up rope w/ biner (orange &amp; black)</b>	1	1	
<b>Trash can</b>	1	1	
<b>Wipes</b>	110 wipes per day x 39 days = 57 containers of 75 wipes	0	
<b>Ropes Course</b>			
Belay devices		7	
BD helmet (large)	2	3	
Black diamond helmet (small)	2	2	
CAMP helmet (large)	3	( blank )	
CAMP helmet (small)	2	0	

<b>Carabiners</b>		13	
<b>Harness (gray)</b>	7	0- all at climbing wall	
<b>Harness (staff)</b>	3	2	
<b>Ladders:</b>			
<b>Extension</b>	1	3-Meeting Hall	
<b>Step</b>	1	1-Meeting Hall	
<b>Nitro Swing</b>	1	1	
<b>Rubber dots</b>	16	0	
<b>Slings w/ carabiners</b>	5	( blank )	
<b>Vertical Playpen ladder</b>	1	1	
<b>Large Plank</b>		2- Meeting Hall	
<b>Small Plank</b>		1- Meeting Hall	
<b>Zipline</b>			
<b>Auto lock carabiners</b>	12	6	
<b>Belay device</b>	1	1	
<b>BD helmet - small</b>	2	4	
<b>BD helmet - large</b>	1	2	
<b>camper harnesses</b>	4	5	
<b>Climbing rope</b>	1	1	
<b>Cones - red</b>	4	8- Brian's Shed	
<b>extension ladder</b>	1	1-Pavillion	
<b>full body harnesses</b>	2	2	
<b>Hula hoops</b>	2	2- Brian's Shed	
<b>Marmot helmet - small</b>	0	( line drawn through )	
<b>Nor climbing carabiner</b>	1	? Lobster Claws	
<b>Retrieval rope - white</b>	1	1	
<b>sling</b>	2	2 ( yellow )	
<b>staff harnesses</b>	2	3	
<b>step ladder</b>	1	1-Pavillion	
<b>Tie up rope w/ biner (purple)</b>	1	1	
<b>zipline rope</b>	1	1	
<b>zipline trolley</b>	1	1	

Comments:

# Adventure Kingdom

Equipment	Quantity you should have	Quantity 8/2018	Order for next year
Yellow kids Gecko helmets	2	2	0
Harness (Grey Backpack)	3	6	0
Harness (colorful)	2	2	0
Adult- Grey/Orange			
Sanitizing wipes	1	1	New ones
Seat holder - silver pulley	1	1	0
Trolley seat w/ carabiner	1	1	0

Comments:

# Archery

Equipment	Quantity you should have	Quantity 8/2018	Order for next year
Archery pins (COUNT & LET US KNOW WHAT COLORS YOU NEED)	800	0	800
Arm guards - small	22	21	5
Arm guards - med	20	25	
Arm guards - XL	18	6	
Arrows	60	66+	
Arrow quivers - PVC	12	11	1
Arrow rests - left	15	29	
Arrow rests - right	24	25	
Balloons (75/bag)	12 dozen round	0	12 doz
Balloon pump	2	2	
Basket with tolls & extra strings	1	1	
Benches	3	3	
Bow "nocker"	1		
Bows (large) 48	13		3
Bows (smaller) 46	10		
Bows (x-large) 54	9		
Bow strings - 54in	18	12	
Bow strings - 48in	15	2	
Bow strings - 46in	8	7	
Cones 24"	6	7	
Double side tape	2 rolls	0	1
Dust pan/brush	1	1	
Finger tabs	new	1	
Green canvas	1	1	
Masking tape green	1	1	
Nock beads	5	15	
Pair gloves & emergency procedures	1	1	
Plastic pitchers to hold arrows	1	1	
Plywood for water spigot	1	1	
Pliers for "nocks"	1	1	
Push pins	1 box	1	
Safety pins	1 box	1	1
Scissors	2	1	1
Sharpee	4	4	
Spray paint	2 cans	1	1
Supplies for games			

<b>Target faces</b>	20		
<b>Target holders</b>	5	6	
<b>Targets</b>	10	6	
<b>Tarp (silver)</b>	1	1	
<b>Towels</b>	1	0	
<b>Blue/white weighted rope</b>	1	1	

**Comments:**

**Stakes for the tarp to remain in place on windy days, please!**



# Basketball Court (big)

Equipment	Quantity you should have	Quantity 8/2018	Order for next year
Air pump	2	2	New Pins
Basketballs (large)	32	41	10 (Sub out for no grip ones)
Basketballs (small)	12	17	10
Gloves - goalie	1	1	2
Goalie sticks	4	4	4
Mini hoop nets - red, white & blue	2	1	
Masks	2	2	2
Pole pads	1		
Rhino ball	6	4	4
Safety goggles	18	30	15-due to scratches
Street hockey balls	26	20	5
Street hockey nets	4	2	0
Street hockey pucks	22	22	8
Street hockey sticks - blue	11	11	1
Street hockey sticks - red	11	10	2

## Comments:

- New Goalie Mask(s)
- New Goalie Glove(s)
- New Goalie Glasses
- Poly Spots
- Flag Football Flags/Football

## Basketball Court (small)/Softball

Equipment	Quantity you should have	Quantity 8/2018	Order for next year
Baseballs	1 crate	1	0
Baseball bases	3	3	0
Baseball face mask	1	1	0
Baseball gloves	1 bucket	1	0
Baseball home plate	1	1	0
Baseball tees	2	1	0
Basketballs (big)	12	23	0
Basketballs (small)	12	11	0
Big plastic bats	5	7	0
Bowling pins	4	0	0
Broom & dustpan	1	0	1
Dolly	1	1	0
Dots	15	12	0
Emergency procedures/gloves	1	1	0
Flat bats	2		
Hockey ball	22	14	8
Hockey masks	2	0	0
Hockey pucks	1 crate	1	0
Hockey sticks (goalie)	2	2	0
Hockey sticks (red)	10	13	0
Hockey sticks (yellow)	10	12	0
Metal bats	4	2	0
Plastic cones	15	21	0
Pole pads	2	2	0
Rubber kickball	1	4	0
Softball helmets	1 bucket	1	0
Softballs	1 crate	1	0
Whiffleballs	1 crate	1	0
Safety goggles	20	20	0

Comments:

# Boating

Equipment	Quantity you should have	Quantity 8/2018	Order for next year
adult type III PFD		13	
air horns	1	1	
anchors		0	
assorted balls		4	
boating pins (COUNT & LET US KNOW WHAT COLORS YOU NEED)			
Boating posters	1 (rules)	1	
broom & dust pan	1	1	
bucket	6	6	
buoys	5	4	
canoe paddles - counselor	3	4	
canoe paddles (large)	4	4	
canoe paddles (med)	2	2	
canoe paddles (small)	24	24	
canoes	10	10	
clip boards		1	
duct tape		0	
first aid kit	1	1	
fishing net (large)		0	1
fishing nets (small)		0	1
instruction books			
kayak paddles - wooden (large)	0	1	
kayak paddles (med)	20	17	
kayaks	18	21	
markers		2	
megaphone	1 (store in office in off season)	1	
noodles		1	
noodle coupling		?	
paddleboards	12	11	
paddleboard paddles	12	3	So Many!!
paddleboard straps/rudders			
PFD's (large) (adult - universal)		23- orange	
PFD's (medium)		13- yellow	
PFD's (small)		9- red	15
PFD's (universal youth)		19- orange	
poncho		? N/A	

<b>rope</b>		On boats	
<b>scissors</b>		1	
<b>sponge balls</b>		0	
<b>tennis balls</b>			

**Comments:**

# Campcraft

Equipment	Quantity you should have	Quantity 8/2018	Order for next year
3 ft dowels	15	7	8
5 gallon water jugs	2	2	0
16-sided die	1	1	0
Animal track molds	15	0	15
Black rods	130	120	10
Box cutters	6	4	2
Bungee cords	10	4	6
Butterfly nets	5	1	4
Camp chairs	3	0	3
Camp towels	2	1	1
Clipboard	15	15	0
Clothes pins (wooden)	1 bag	1 bag	0
Compasses	45	36	9
Cooking grates	2	2	0
Dry erase boards	3	3	0
Dry erase markers	2	2	0
Fire pits	5	5	0
Fire starters	30	0	30
Flint	22	16	6
Fly	1	0	1
Frisbee	2	2	0
GPS	5	5	0
Hoe	1	1	0
Knot tying guides	30	29	1
Matches	3 boxes	0	3 boxes
Nylon rope pieces	35	19	16
Octagonal sticks w/ holes and pin	45	46	0
Paper	1 roll	0	1 roll
Parchment paper	2 rolls	0	2 rolls
Pencils	1 box	0	1 box
Rake	1	1	0
Scissors	2	2	0
Screen houses	3	0	3
Short spade shovel	1	0	1
Shovel	1	1	0
Spools of yarn	7	2	5
Squirt bottles	2	1	0
Stakes	1 bag	1 bag	0
Steel	7	15	0
Tug of war rope	1	1	0

**Comments:**

**Campcraft needs about 6 more flint and steel sets for 2019.**

New fire starters needed for 2019.

New lighters/fire starters needed.

# Cooking

Equipment	Quantity you should have	Quantity 8/2018	Order for next year
Aluminum foil	1 XL	1 XL	1 XL
Bag cup	4	?	?
Baking Racks	2	2	0
Baking Trays	3	2	0
Basket	1	?	?
Batter mixer	2	2	0
Blender & base	1	1	0
Can opener	1	0	2
Colander	1	1	0
Cook top	1	1	0
Cook top cleaner	1 bottle	0	1 bottle
Cornstarch	4	0	0
Cupcake pan	2	3	0
Cutting board	1	17	0
Dish soap	1 XL bottle	1	1
Drying rack	1	1	0
Food processor	1	1	0
Fridge	1	1	1
Glass jars	72	19	0
Grater - large	3	3	0
Grater - small	2	2	0
Hand sanitizer	?	4 XL	0
Hand soap	?	0	3 XL
Ice cube tray	30	28	0
Ketchup & mustard containers	6	4	0
Knives	8	22	0
Ladles	8	5	0
Large trash can	1	1	0
Measuring cups	5	2	0
Measuring spoons	7	2 sets	0
Mixing bowls	8	8	0
Napkins	3 packages	12 packages	0
Pam spray	4 bottles	1	0
Paper bowls	2 packages	0	1 package
Paper lunch bags	2 cases	0	0
Paper plates	1 package	2 packages	3 packages
Paper towels	?	0	4 rolls
Peeler	1	3	0
Pepper	2	1 container	0
Plastic baggies	2 cases	1 case	0

<b>Plastic cutlery</b>	1 XL box	0	1 XL of each
<b>Popsicle sticks</b>	100	100	0
<b>Portion cups</b>		1000	0
<b>Pot holders</b>	2 - 4	7	0
<b>Pots &amp; lids</b>	4/4	5/4	0
<b>Rubbermaid Food Storage (2 QT)</b>	3	4	0
<b>Salt</b>	2	0	3
<b>Sauce pan</b>	1	1	
<b>Scale</b>	1	0 ?	1
<b>Scissors</b>	1 pair	1	0
<b>Scoop spoons</b>	8	9	0
<b>Skewers (mini)</b>	200	200	0
<b>Skillets</b>	2	3	0
<b>Spatula</b>	5	10	0
<b>Spiralizers</b>	3	2	0
<b>Splitter outlet</b>	1	1	0
<b>Sponge</b>	3	1	4
<b>Spray bottles</b>	2	2	0
<b>Stove</b>	1	1	0
<b>Sushi rollers</b>	5	4	0
<b>Table - large</b>	2	2	0
<b>Table - small</b>	shed	?	?
<b>Tasting cups (4oz)</b>	1000	1000	0
<b>Tasting spoons (mini)</b>	2000	2000	0
<b>Toaster oven</b>	1	1	0
<b>Tongs</b>	8	10	0
<b>Toothpicks</b>	4 boxes	3 boxes	0
<b>Wax paper</b>	1 XL box	4 boxes	0
<b>Whisk</b>	1	0	1
<b>XL slicer</b>	1	?	?
<b>Zester</b>	1	0	1

Comments:



# Creative Arts

Equipment	Quantity you should have	Quantity 8/2018	Order for next year
Boomwackers	1 set	1	0
Bubble wrap	?	0	0
Cardboard	assorted	0	0
Charades game box	2	2	0
Construction paper	1 box	600 sheets	500 sheets (1 block)
Dry erase board w/ stand	1	1	0
Duck tape	8 rolls assorted	25 rolls assorted	8 rolls assorted
Elmer's Glue (7.625 oz bottles)	10	½ gallon	1 gallon
Fabric scraps	1 box assorted	1 box assorted	0
Foam brushes	20	0	0
Glitter	12 jars assorted	0	12 jars assorted
Googly eyes	1 box	1 box	0
Group loop board	1	1	
Hot plates	2 for Crafts	0	0
Markers	10 boxes assorted	1 box 256 colors	1 box assorted
Masking tape	2	1	1
Octaband	1	1	0
Packing Tape	10 rolls	8 rolls	8 rolls
Paper (large roll)	1	¼ brown	1
Paper plates (9")	200	50	0
Picnic blanket	1	0	0
Pipe cleaners	50 assorted	assorted	0
Pom Poms	1 box	1 box	0
Ribbon	3 rolls	3 rolls	3 rolls
Scissors (kids)	10	16	0
Smocks	18	18	0
Telegruv game	1	1	0
Tempura paint (32 oz bottles)	12	11 half-empty	
Tissue paper	1000 sheets assorted	200 sheets	~800 sheets
Toobees Game	1	1	0
Watercolor paint	8 bottles asst colors	0	0
Paper Plates 6"		500	
Clipboards		19	
Mixed Oil Pastels		1 box	
Chalk Pastels		2 boxes	
Assorted Papers Decorative			
Kleenex		4 boxes	
Paper Towels		2 packs	

<b>Watercolor Paper</b>		2 packs	
<b>Laminating Paper</b>		15 sheets	

**Comments:**

? need laminator

# Dance

Equipment	Quantity you should have	Quantity 8/2018	Order for next year
Construction paper	10 packs	1	9
Crayons	1 pack	1	0
Dance cards	1	0	1
Dance ribbons (regular)	8	*	
Dance ribbons (small)	3	*	
Duct tape	1	1/2	1
Fabric	3		
Glue	10	3	7
Hula hoops - large	3	3	0
Nature books	7	8	0
Paper plates	1 pack	1	0
Plastic cups	4 bags	1 bag	3 bags
Poly spots	20	20	0
Scarves	20		
Index Cards			
Paint			
Paint Brushes			
Nature Bug Catchers			
Scarves/Ribbon "Silks"		1 bag	

Comments:

# Drama

Equipment	Quantity you should have	Quantity 8/2018	Order for next year
Bench	3	3	
Cart (white)	1	1	
Costume bin	1	1	
Drama binders	2	2	
Dry erase markers	2	Couldn't find	
Erasers	3	3	
Floor dividers	5	5	
Gymnastics mat	4	4	
Hat Scenes (yellow helmet)	1	1	
Large fan	3	4	
Microphone	2	3	
Microphone stand	1	1	
Prop box	1	1	
Puppet theater	1	1	
Push broom	1	1	
Puppets	1	1	
Sound board	1	1	
Stool	1	2	
Whiteboards	9	9	
Wood box (red)	3	3	

**Comments:**

**I don't use the puppets at all.**

**The props/costumes are good for rainy day skits.**

**The whiteboards/ related supplies are in with extended day stuff.**

## Extended Day Inventory

Longhouse			
EQUIPMENT	Quantity in August 2017	Quantity in August 2018	Order for next year?
Box of Lego's	2	2	0
Box of K'nex	1	1	0
Chapter books	24	24	0
Picture books	46	46	0
Coloring books	1	1	1 + printer paper
Mad Libs	2	2	0
Bingo Boards	420	420	0
Whiteboards		11	0
Assorted board games	9	9	0
Spools of yarn	9	9	0
Rolls of gimp	6	6	4
Bin of markers	1	1	1
Crayons	1	1	0
Card Games	5	5	0
Rhino Ball	1	1	1
Pretend cookware set	1	1	0
Pretend food set	1	1	0
Race car set	1	1	0
Barbies	0	4	0

**Comments:**

**We have an absurd number of pencils if anyone needs some.**

**We also have a matching game now.**

**Can we order some kinetic sand/ floam/ orbeez for next summer?**

# Fishing

Equipment	Quantity you should have	Quantity 8/2018	Order for next year
5 gallon plastic buckets	3	3	0
broom & dust pan	1	1	
end table	1	1	
fish nets	1	1	
fishing pins (COUNT & LET US KNOW WHAT COLORS YOU NEED) Red		0 left	
folding table	1	1	
hooks	400	500	
metal "A" pails	2	0	0
minnow buckets	2	2	0
pair gloves & emergency procedures	1	1	
reels	60	65	5
rods	70	62	10
small worm cooler	1	1	
spare parts	1	1	
split shot	1	1	
swivels	1	1	
tools & lubricant spray	1	1	
Polyspots		38	

Comments:

# Gardening

Equipment	Quantity you should have	Quantity 8/2018	Order for next year
Clipboards	12	1	0
Composter (small)	1	1	0
Blue Jay game box	1 box of items	?	?
Egg crates (plastic)	5	5	0
Hand shovel	15	11	0
Ice cube trays	3	3	0
Lakeshore scissors	22	20	0
Lime	1 bucket	1 bucket	0
Magnifying glasses	24	22	0
Pie tins (mini)	50	50	0
Plastic bin w/ markers and yarn	1	0	0
Plastic containers, caddy & marker holder	4	3	0
Plastic test tubes	13	13	0
Popsicle sticks	1 box	1 box	0
Potting pots - round	15	15	0
Potting pots - small	75	75	0
Potting pots - XL	5	4	0
Rake (hand)	12	11	0
Rake - large	1	1	0
Rulers	12	8	0
Shovel	4	9	0
Soil	2 bags	1 bag	1 bag
Spray bottles	10	7	0
Watering cans	11	3	0
Weed pullers	1	1	0
Wooden frame w/ wire	1	1	0

Comments:

# Golf

Equipment	Quantity you should have	Quantity 8/2018	Order for next year
<b>4 Wood Drivers</b>			
Right (white)	6	3	
Right (white/yellow)	1	1	
Left (green/white)	1	1	
<b>5 Wood Drivers</b>			
Right (no tape)	8	8	
Right (orange)	7	8	
Right (white)	4	3	
Right (red/white)	8	3	
Left (green)	2	2	
Left (orange/green)	2	2	
Left (red/green/white)	1	1	
<b>7 Wood Drivers</b>			
Right (yellow)	3	3	
Right (red/white)	1	5	
<b>Putters</b>			
32.5" (no tape)	6	6	
28.5" (orange)	6	6	
26.5"	6		
<b>Wedges</b>			
Long Right (no tape)	6	5	
Long Left (green)	2	2	
Short Right (orange)	6	6	
Short Left (orange/green)	2	2	
<b>7 Iron Right</b>			
29" (no tape)	6	6	
27" (orange)	6	6	
<b>7 Iron Left</b>			
30" (green)	2	2	
28" (green/orange)	2	2	
<b>6 Iron Left</b>			
33" (green)	2	2	
31" (green/yellow)	2	2	
<b>5 Iron Right</b>			
33" (no tape)	2	2	
31" (yellow)	2	2	
29" (white)	4	4	
27" (orange)	4	4	
<b>5 Iron Left</b>			
29" (green/white)	1	1	



<b>27" (green/orange)</b>	1	1	
<b>Balls:</b>			
<b>Red</b>	11	11	
<b>Blue</b>	14	14	
<b>Orange</b>	9	9	
<b>Yellow</b>	18	16	
<b>Green</b>	54	54	
<b>Purple</b>	59	59	
<b>Driving Range</b>	194	112	
<b>Minnie Putt</b>			
<b>G - hill/hole</b>	1	1	
<b>Gr - Lg disc</b>	1	1	
<b>G - loop</b>	1	1	
<b>G - Swirl up</b>	1	1	
<b>G - U-turn hill</b>	1	1	
<b>PVC Lg curve 4'</b>	1	1	
<b>PVC straight 2'</b>	1	1	
<b>Y - 1/4 turn</b>	2	2	
<b>Y - hill/tunnel</b>	1	1	
<b>Y - Lg. Disc</b>	1	1	
<b>Y - Sm. Disc</b>	4	4	
<b>Ball basket</b>	12	12	
<b>Cones</b>	13	9	
<b>Flags</b>	12	11	
<b>Flag bases</b>	20	19	
<b>Hole covers</b>	4	3	
<b>Hula hoops</b>	11	11	
<b>Noodles - Large</b>	10	8	
<b>Noodles - Small</b>	9	6	
<b>Red Spots</b>	6	5	
<b>SNAG</b>	1		
<b>Balls</b>			
<b>Yellow</b>	30	20	
<b>Orange</b>	30	25	
<b>Blue</b>	32	19	
<b>Purple</b>	30	22	
<b>Red</b>	70	23	
<b>Green</b>	30	16	
<b>Clubs - Wedge</b>			
<b>Long (red)</b>	12	12	
<b>Medium (blue)</b>	12	12	
<b>Short (green)</b>	12	12	
<b>Left</b>			
<b>Long (red)</b>	8	8	
<b>Medium (blue)</b>	8	8	

<b>Short (green)</b>			
<b>Putters</b>			
<b>Long (red)</b>	8		
<b>Medium (blue)</b>	8		
<b>Short (green)</b>	8		
<b>Tee pads</b>	13		
<b>Tees</b>	12		
<b>Whisk brooms</b>			
<b>Whistle replacements</b>	4		
<b>Flagsticky</b>	4		
<b>Flags for flagsticky</b>	4		
<b>Velcro suit</b>			
<b>Pants</b>	1		
<b>Coat</b>	1		
<b>Helmet</b>	1		
<b>Target boards</b>	4		
<b>Target (large, round)</b>	1		
<b>Equipment carry bags</b>	2		

**Comments:**

**Last page incomplete.**

# Meadows

Equipment	Quantity you should have	Quantity 8/2018	Order for next year
Air pump	1	1	
Air pump needles	1	1	
Balls - beach	3	2	
Bucket - rubbermaid	3	3	
Cones (large)	5	5	
Cones (medium and small)	10	10	
Dust pan/brush	1	1	
Emergency procedures/gloves	1	1	
Flat bats	3	3	
Goals (pop up)	4	4	
Hula hoops	18	18	
Misc. Rubber balls	3	2	1
Nerf balls (small)	2 blue?	2	
Nerf bats	3 blue?	4	
Parachute in clothing bag	1	2	
Pillow polo sticks - blue	10	11	
Pillow polo sticks - yellow	10	10	
Rhino "softi" balls	20	26	
Rubber kickball (small)	1	13	
Soccer balls	20	30	
Soft red balls	4	0	4
Tee ball stand	3	4	
Thin 1" bases	18	11	7
Volleyballs	2	2	
Whiffle ball bats	7	7	
Whiffle balls in plastic bucket	20	21	
Puffy bases	4	4	
Rubber spots	10	10	

Comments:

# Music Studio

Equipment	Quantity you should have	Quantity 8/2018	Order for next year
<b>Instruments</b>			
Yamaha electric drum kit with behringer headphones	1	1	
Fender Jaquar bass	1	1	
Breedlove Acoustic guitar (Closing Exercises)	1	1	
Schecter Electric guitar	1	1	
Yamaha Acoustic guitar	1	1	
Seagull Acoustic guitar	1	1	
Fender Acoustic-Electric Guitar	1	1	
AxiomPro Keyboard with stand (connected to MacBook via USB)	1	1	
Hand Drums	10	10	
Maracas	8	8	
Raven guitar amp with Fender head	1	1	
Marshall guitar amp with head	1		
Fender Acoustasonic amp	2	2	
Standing Tom drums with stand	1 set	1 set	
Guitar case	5	5	
Guitar stand	3	3	
<b>Cables &amp; Connectors</b>			
XLR cable	1 bin	1 bin	
XLR connector	1 bin	1 bin	
¼" Cable	1 bin	1 bin	
¼" connector	1 bin	1 bin	
RCA cable	1 bin	1 bin	
RCA connector	1 bin	1 bin	
⅛" cable	1 bin	1 bin	
⅛" connector	1 bin	1 bin	
Universal Power Cord	1 bin	1 bin	
Power strip	1 bin	1 bin	
Speakon cable	1 bin	1 bin	

<b>Speakon connector</b>	1 bin	1 bin	
<b>Y-shaped cable</b>	1 bin	1 bin	
<b>Y-shaped connector</b>	1 bin	1 bin	
<b>Extension cord - small</b>	2	2	
<b>Extension cord - large, orange</b>	3	3	
<b>Extension cord on spool - orange</b>	2	2	
<b>Extension cord on spool - grey</b>	3	3	
<b>Closet</b>			
<b>Grassy Bowl Basics box</b>	1	1	
<b>OnStage Mic Stands</b>	10	10	
<b>OnStage Speaker Stands</b>	8	8	
<b>Mackie PA speakers</b>	6	6	
<b>Behringer PA speakers</b>	2	2	
<b>Fender PA speakers</b>	4	4	
<b>Fender PA console</b>	1	1	
<b>Misc. guitar accessories</b>	1 bin	1 bin	
<b>Behringer 8-channel mixer</b>	1	1	
<b>Mackie 14-channel mixer</b>	1	1	
<b>Behringer 16-channel mixer</b>		1	
<b>Mic holders</b>	1 bin	1 bin	
<b>Microphones</b>			
<b>AKG Perception 120</b>	1	1	
<b>Shure PG57</b>	1	1	
<b>Shure PG58</b>	2	2	
<b>Shure SM58</b>	2	2	
<b>Fender P51</b>	3	3	
<b>CAD C195</b>	2	2	
<b>Shure Wireless Mic System (SM58, headset mic and receiver)</b>	1	1	
<b>Shure Wireless Headset Mic system</b>	2	2	
<b>Behringer Ultralink Wireless system</b>	1	1	
<b>2GB Tascam DR-05</b>	2	2	

<b>Recorder</b>			
<b>4GB Tascam DR-05 Recorder</b>	2	2	
<b>Ditto Looper X2 Pedal (with power supply)</b>	1		
<b>Bass drum pedal</b>	1		
<b>Clipboards and pencils</b>	1 bin	0	need
<b>MXR Fullbore Metal pedal</b>	1	1	
<b>MXR Micro Amp pedal</b>	1	1	
<b>Vestax Amplifier</b>	1	1	
<b>Drumsticks</b>	1 box	1 box	
<b>Technics speaker (connected to amp via 1/4")</b>	2	2	
<b>JBL speaker</b>	2	2	
<b>M-Audio ProFire Interface (connected to MacBook via Firewire) (to amp via 1/4")</b>	1	1	
<b>Vestax amp (connected to Macbook via headphone out)</b>	1	1	
<b>Powerplay Pro-8 Headphone Distribution amp with 8 1/8" cords plugged in</b>	1	1	
<b>Other</b>			
<b>Headphone rack</b>	1	1	
<b>Headphones</b>	17 pairs	17 pairs	
<b>Boss Loop Station with power supply</b>	1	1	
<b>Desk Area</b>			
<b>iMac w/ charger</b>	1	1	
<b>iLok USB key for ProTools</b>	1	1	
<b>M-Audio Midisport 4x4 MIDI interface</b>	1	1	
<b>Glyph Studio Hard Drive</b>	1	1	
<b>Genelec Speakers</b>	2	2	
<b>Focusrite Scarlett 6i6 Audio Interface</b>	1	1	
<b>AVID and Mac computer keyboards</b>	1 of each	1 of each	

<b>SIG USB hub</b>	1	1	
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**Comments: Need 20 guitar pics**

# Nature

Equipment	Quantity you should have	Quantity 8/2018	Order for next year
Animal tracks	1 set	1 set	
Bird Books	2	2	
Birdhouses			
Birds Nest	1	2	
Birdseed	1 bag	1 bag	
Blindfolds	20	20	
Bungee cord			
Construction paper	1 package	0	1 package
Coyote skull	1	1	
Crayons	1 bin	1 bin	
Critter holders			
Dry erase markers			
Eggs			
Feather collection	1	1	
Feathers (decorative)			
Fishercat	1	1	
Fox	1	1	
Giant pine cones		4	
Hornets nest	1	1	
Hummingbird feeder	1	1	
Kinetic sand	1	1	
Ladder	1	1	
Life Cycle of a Chicken	1	1	
Magnifying glasses	20	20	
Measuring tape			
Microscopes	12	12	
Microscope kit	11	11	
Mirrors	27	27	
National Geographic magazines			
Nature Books			
Nature Items (skull, bones, etc..)			
Nets	20	14	10
Oak collection	1	1	
Owl pellet bag and handouts	1	1	
Paper cups	1 sleeve	0	1 sleeve
Paper plates	1 package	1 package	
Petri dishes	30	30	
Pine cones (large)			



<b>Pine life cycle</b>	1	1	
<b>Plastic Bins</b>	10	10	
<b>Plastic gloves</b>	1 box	1 box	
<b>Poison ivy display</b>	1	1	
<b>Pyramid of Life game</b>	1	1	
<b>Raccoon skull</b>	1	1	
<b>Scat set</b>	1	1	
<b>Scavenger hunts</b>			
<b>Scissors</b>	20	20	
<b>Squirrel skull</b>	1	1	
<b>Straws</b>	1 package	1 package	
<b>Tape Rolls</b>	2	2	
<b>Test tubes</b>	1 set	1 set	
<b>Tree-mendous cards/disks</b>			
<b>White paper</b>	1 package	0	1 package
<b>Wooden trays</b>	3	3	

**Comments: Nets that are sturdy. Many broke from constant use over the summer.**

# Paintball

Equipment	Quantity you should have	Quantity 8/2018	Order for next year
<b>GUN EQUIPMENT:</b>			
<b>Co2 Tanks</b>			
<b>New</b>	20	11 full	12
<b>Empty</b>		2 ( 1 is no longer refillable)	
<b>Used</b>		4	
<b>Co2 Tank rings</b>	40	25	25 (5 packs of 5)
<b>Crate w/Gun paintball hoppers</b>	11 hoppers	10 hoppers No crate	
<b>Gun Tool Box - Yellow/Green Boxes (Hex tools, gun oil, lube)</b>	1	1	1
<b>Guns</b>	11	10	
<b>Other Gun Supply Box</b>	1	1	0
<b>PAINTBALL SUPPLIES:</b>			
<b>Paintballs - cateye (green) (bag = 500)</b>	1 bag	1 3500 (7 bags of 500)	5 cases
<b>plastic paintball container</b>	1	1	0
<b>RANGE SUPPLIES:</b>			
<b>1 gallon bucket - sm grey</b>	1	1	1
<b>12oz empty water bottles - new</b>	12	6	6
<b>3in scrapper</b>	1	1	0
<b>Cowbells w/carbiners</b>	6	6	0
<b>glass cleaner</b>	1	1	0
<b>JT SplatMaster Marksman Target</b>	6	6	0
<b>mats</b>	12	10	0
<b>paper towel rolls</b>	2	½ roll	2 rolls
<b>plastic dish - deep</b>	1	1	0
<b>plastic safety glasses container</b>	11	1	
<b>safety goggles</b>	18	6	12
<b>target bands (2 per board)</b>	6	6	6
<b>Target boards</b>	6	6	0
<b>Target paper (20 kid x 6 periods x 39 days = 5000)</b>	1 box	½ box	1 box

**Comments:**

**Does Mark want to get together and do an "O" ring overhaul on all the guns? I'd be willing to help ( the guns haven't been) thoroughly cleaned and I don't know what ( if anything) is done each year.**

**For CO2, do we want 12 more tanks?**

# Raccoon's Nest

Equipment	Quantity you should have	Quantity 8/2018	Order for next year
<b>Brown paper bags</b>	an assortment	an assortment	0
<b>chapter books</b>	an assortment	an assortment	0
<b>cones small</b>	20	0	20
<b>crayons</b>	1 box	1 box	0
<b>dustpan</b>	1	1	0
<b>emergency procedures/gloves</b>	1	1	0
<b>flag</b>	1	1	0
<b>game books</b>	an assortment	an assortment	0
<b>hand brush</b>	1	1	0
<b>k-2 books</b>	an assortment	an assortment	0
<b>lego</b>	3 containers	2 **	1
<b>markers/sharpies</b>	1 box	0	1 box
<b>Paper towels</b>	1 roll	0	1 roll
<b>picture books</b>	an assortment	an assortment	0
<b>scissors</b>	1	2	0
<b>stapler</b>	1	1	0
<b>tribe/tent signs</b>	35	37	0
<b>trivia games</b>	an assortment	an assortment	0
<b>White plastic bags</b>	1 box	¼ box	1 box

**Comments:**

**\*\* 3 containers of legos with pine needles and other pieces of earth.**

**Legos- too many small pieces. Only Lego bricks would be helpful.**

- + Nicole's Idea Box**
- + 4 rubber cords**

# Sandbox

Equipment	Quantity you should have	Quantity 8/2018	Order for next year
Boat	1	1	0
Hand scoop shovels	18	8 + 3 = 11	7
Lg buckets	50	29 + 14 = 43	7
Lg hoes	1	1	0
Lg rakes	6	1 + 3 = 4	2
Lg shovels	8	1 + 5 = 6	2
Lg sifter	1	1	0
Lg trucks	10	5 + 3 = 8	2
Med buckets	38	16 + 9 = 25	13
Molds	10	5 + 4 = 9	1
Regular shovels	62	28 + 26 = 54	8
Sifters (sm w/ handle)	4	2 + 3 = 5	0
Sm castle buckets	18	8 + 0 = 8	10
Sm hoes	4	2	2
Sm rakes	10	6 + 3 = 9	1
Sm trucks	5	3 + 0 = 3	2
Spade	1	1	0
XL shovels	6	1	5

## Comments:

In quantity column: the first # listed is in the first sandbox. The second # after the plus sign is in the second sandbox. For example, there are 8 hand scoop shovels in sanbox one and 3 in sandbox two (11 total).

3 buckets were broken and brought to the shed along with one hoe.

## Soccer (Lower)/Lacrosse

Equipment	Quantity you should have	Quantity 8/2018	Order for next year
ball pump w/ air gauge	1	1	
cones (plastic)	10	14 big; 20 small dome	
dust broom & pan	1	1	
emergency procedures/gloves	1	1	
Hula hoops	10	0	
Football		1	
lacrosse balls	45	22	
Lacrosse goalie stick		1	1
lacrosse goal with nets	2	2	
lacrosse stick bags	2	0	2
lacrosse sticks (blue)	12	12	
lacrosse sticks (red)	12	10	
milk crate for balls	1	1	
plastic cones	50	49	
Poly spots	10	16	
Pool noodles	2	0	
pop up goals	4	5	4 ( need new )
pump needles	5	14	
soccer balls (size 5)	2	5	
soccer balls (size 4)	8	15	
soccer balls (size 3)	2	10	
soccer goal with net	2	2	
sticks with net	2	1	

### Comments:

Need lacrosse goalie stick ( there's only 1 ).

Need band aid in soccer crates.

Another gymnic yellow bouncy ball would be helpful.

Goalie gloves?

## Soccer (Upper)/Disc Golf

Equipment	Quantity you should have	Quantity 8/2018	Order for next year
<b>Disc Golf Discs</b>			
<b>Drivers</b>	20		
<b>Putters</b>	20		
<b>Frisbees</b>		3	
<b>Kickball</b>	1	1	
<b>Poly spots</b>	10	10	
<b>Pugg goals</b>	4	5 and 1 small	4 (need new)
<b>Rubber ball - orange</b>	1	1	
<b>Rubber ball - yellow</b>	1	1	1
<b>Soccer balls</b>			
* size 3	8	See previous page for totals	
* size 4	10	See previous page for totals	
* size 5	4	See previous page for totals	
<b>Start line</b>	1	1	
<b>Kickball</b>		1	

**Comments:**

4 pugg goals thrown out.

# Tennis

Equipment	Quantity you should have	Quantity 8/2018	Order for next year
<b>balls - green</b>	100	60 + extra bag	0
<b>balls - regular tennis</b>	100	50	0
<b>balls - red</b>	60	67	0
<b>Balls - Orange</b>	100	77	20-25 more
<b>Bean bags</b>	20	20	0
<b>Bill's racquet</b>	3	3	0
<b>buckets</b>	3	8	0
<b>Caution tape</b>	2 rolls	1 roll	0
<b>cones</b>	50		
<b>dustpan/brush</b>	1	1	0
<b>emergency procedures/gloves</b>	1	1	0
<b>grip tape</b>	4	2	2 and 1 black tape
<b>large push broom</b>	1	1	0
<b>milk crates</b>	5	5	0
<b>net crank</b>	1	2	0
<b>pins (BRING TO THE OFFICE)</b>		4 bags	Brought to office
<b>Racquet - Red Ball</b>	12	13	0
<b>Racquet - Orange Ball</b>	12	14	0
<b>Racquet - Green Ball</b>	20	18	0
<b>Sharpie</b>	1	1	0
<b>squeegees</b>	2	1	0
<b>tape for net</b>	1	1	0
<b>Tennis net - big</b>	2	2	0
<b>Tennis net - red</b>	4	4	New netting
<b>Tennis net - yellow</b>	2	2	0
<b>red rectangular court spots</b>	50	50	0
<b>red corners</b>	9	12	0
<b>hornet spray</b>	1	0	Mark has it
<b>scissors</b>	1	1	0

Comments:

Can someone regrip rackets? I'm not great at it. J.P.



# Variety

Equipment	Quantity you should have	Quantity 8/2018	Order for next year
Drums (toca)	7	17	
Band in a box - shakers, bells, tone sticks	3 boxes	4 boxes	
Bean Bags	56	56	
boom box w/CD player/cassette player	1	Does not work very well	
CD (John Fitz)	1	Scratched	
Cymbals	6	6	
Deskbells	3 sets	3	
Drums (w/ handles)	6	6	
Egg shaker	1	6	
Electric piano	1	1	
extension cord	1	1	
Hula hoops	1	6	
microphone	1	1	
Palm pipes	24	24	
paper clips	1200	1200	
Piano stand	1	1	
Piano stool	1	1	
pots and pans	5	5	
rhythm sticks	80	80	
Rhino balls	8	15	
scissors	10	9	
song book	1	1	
Tambourines	8	9	
Triangles	8	9	
Twister Game	3	3	
Water jugs		7	
Buckets		6	
Orange Extension Cord		1	

## Comments:

- It would be really cool if the speakers worked.
- Mosquitoes were bad in the Meeting Hall.

# Volleyball

Equipment	Quantity you should have	Quantity 8/2018	Order for next year
12" cones	4	1	3
18" cones	4	4	
air pump	1	1	
air pump needles	3	0	3
broom	1	1	
dustpan	1		
emergency procedures/gloves	1	0	1 (threw out old one)
garden hose	1	1	
giant nylites (large)	2	0	2
hammer	1	1	
laundry basket	1	0	1 ?
lawn sprinkler	1	1	
metal stakes (spare)	2 sets	2 sets	
pillow polo balls	3		
pillow polo sticks (blue)	12	10	
pillow polo sticks (yellow)	12	11	1
plastic stake (yellow)	4	1	3
soft v (red, white,blue)	2	3	
Volleyball (tie dye)	1	4	
volleyball (yellow)	6	4	2
volleyballs (purple/pink)	1	0	
volleyballs (red/white/blue)		6	
Beachballs		4	
Giant ball		1	
Rhino balls		2	
Nerf football		1	
Wiffle ball		1	

Comments:

**Exhibit E**

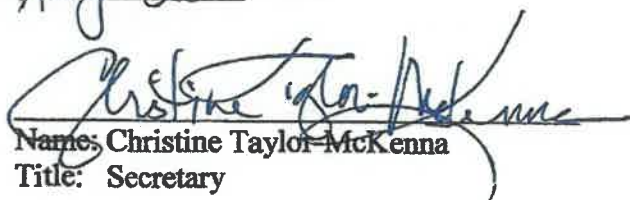
**Certified Copy of Camp Stock Ledger**

**SECRETARY'S CERTIFICATE**

The undersigned, Christine Taylor-McKenna, hereby certifies that she is the duly elected and acting Secretary of Camp Sewataro, Inc., a Massachusetts corporation (the "Corporation"), and that, as such, she is duly authorized to execute and deliver this Secretary's Certificate on behalf of the Corporation.

The undersigned hereby further certifies on behalf of the Corporation that: (a) attached hereto as Exhibit A are true and correct copy of the stock ledger of the Corporation, identifying the current owners of all of the issued and outstanding stock of the Corporation as of the date hereof.

**IN WITNESS WHEREOF**, the undersigned has executed this Secretary's Certificate on behalf of the Corporation as of Aug. 20, 2019.

  
Name: Christine Taylor-McKenna  
Title: Secretary

**EXHIBIT A**

**Stock Ledger of Camp Sewataro, Inc.**

As of Aug. 20, 2019

<b>Cert #</b>	<b>Common (C) Or Preferred (P)</b>	<b>Issued To</b>	<b># of Shares</b>	<b>Status</b>	<b>Transferred from/to:</b>
25	C	Alba D. Taylor QTIP Trust 1 Liberty Ledge Sudbury, MA 01776	610	Outstanding	Formerly certificate 24
26	C	Christine Taylor-McKenna Revocable Trust 88 Highland Ave Winchester, MA 01890	400	Outstanding	Formerly certificate 22
27	C	Mark Taylor Revocable Trust 5 Liberty Ledge Sudbury, MA 01776	400	Outstanding	Formerly certificate 21
28	C	Rob Taylor Revocable Trust 391 Sterling Woods Rd. Stowe, VT 05672	400	Outstanding	Formerly certificate 23
			<b>TOTAL OUTSTANDING: 1,810</b>		

**Exhibit F**

**SHARE TRANSFER AGREEMENT**

As of this \_\_\_ day of \_\_\_\_\_, 2019, \_\_\_\_\_ (the "Transferor"), being the holder of \_\_\_\_\_ shares of stock (the "Shares") in Camp Sewataro, Inc. (the "Corporation"), hereby assigns and transfers all the Shares standing in its name on the books of said Corporation, being all of the shares represented by Certificate No. \_\_\_\_\_ (the "Shares"), unto the Town of Sudbury, as a charitable donation.

Transferor does hereby irrevocably constitute and appoint \_\_\_\_\_, as its attorney to transfer the said Shares on the books of said Corporation with full power of substitution in the premises to the Town of Sudbury, as provided herein.

Transferor hereby warrants and represents that said Shares are fully paid, non-assessable and free and clear of all liens, encumbrances, claims, pledges and conditional sales agreements.

[Signature Page Follows]

IN WITNESS WHEREOF, signed under seal as of the date set forth on the first page of this Share Transfer Agreement.

Signed, Sealed and Delivered in the presence of

TRANSFEROR

\_\_\_\_\_

\_\_\_\_\_

Witness

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

Print Name: \_\_\_\_\_

**Exhibit G**  
**Indemnity Agreement**



## INDEMNIFICATION AGREEMENT

This Indemnification Agreement (this "Agreement" ) is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between **Liberty Ledge, LLC**, a Massachusetts limited liability company, of One Liberty Ledge, Sudbury, Massachusetts 01776 (the "**Seller**"), and **Camp Sewataro, Inc.**, a Massachusetts corporation, of One Liberty Ledge, Sudbury, Massachusetts 01776 (the "**Camp**"), and the **Town of Sudbury**, acting through its Board of Selectmen, with an address of Flynn Building, 278 Old Sudbury Road, Sudbury, MA 01776 (the "**Town**").

### Recitals

WHEREAS, the Seller is the record owner of a certain parcel of land consisting of approximately 44.3 acres of land located off of Haynes Road, Greystone Lane, Liberty Ledge and Julian's Way in Sudbury (the "Property"); and

WHEREAS, the Camp is the operator of a day camp on the Property; and

WHEREAS, the Town is purchasing the Property from Seller and all of the shareholders of the Camp have agreed to donate their shares in the Camp to the Town upon the recording of the deed of the Property by the Town (the "Closing Date"), all pursuant to that certain Purchase and Sale Agreement by and between the Seller, the Camp and the Town dated as of August , 2019, which is incorporated herein by reference; and

WHEREAS, in connection with such transaction, the parties hereto desire to set forth their respective rights and obligations with respect to events or matters occurring before, on and after the Closing Date on such transaction,

NOW THEREFORE, the parties agree as follows:

1. Except to the extent arising from the operations, actions or omissions of the Town or any of the Buyer Indemnified Parties, the Seller and the Camp shall each defend, indemnify and hold harmless the Town and its boards, committees, officials, agents and employees (collectively, the "Buyer Indemnified Parties") from any and all liability, claims, demands, causes of action, suits, losses, damages, orders, judgments of any nature whatsoever, in law and equity, which are or may be brought against the Buyer Indemnified Parties and any and all costs and expenses (including without limitation reasonable attorneys' fees and costs of litigation), arising out of the operation of the summer camp by the Camp on the Property, any time before the Closing Date, whether occurring on or off of the Property.
2. Except to the extent arising from the operations, actions or omissions of the Seller Indemnified Parties, to the extent permitted by law, the Town shall defend, indemnify and hold harmless the Seller, the Camp, and each of their directors, officers, members, employees and agents (collectively, the "Seller Indemnified Parties") from any and all liability, claims, demands, causes of action, suits, losses, damages, orders, judgments of any nature whatsoever, in law and equity, which are or may be brought against the Seller Indemnified Parties and any and

all costs and expenses (including without limitation reasonable attorneys' fees and costs of litigation), arising out of the operation of the summer camp on the Property operated by the Town, or by any other party, at any time on and after the Closing Date, whether occurring on or off of the Property.

3. Notwithstanding the indemnities provided herein, the indemnity provided by Seller and the Camp is not intended to cover any matter assumed by the Town pursuant to Section 26 of the Purchase and Sale Agreement dated August \_\_\_\_, 2019 (the "P&S") among the parties hereto.

4. Each party shall maintain insurance in commercially reasonable amounts to cover its indemnity obligations hereunder.

5. The obligations of this Agreement shall survive the Closing Date for a period of six (6) years, at which point this Agreement shall terminate.

[Signature Page Follows]

[Signature Page – Indemnity Agreement]

Executed as of this day and year first written above.

SELLER: Liberty Ledge, LLC

By: \_\_\_\_\_  
Mark Taylor, Executive Director

CAMP: Camp Sewataro, Inc.

By: \_\_\_\_\_  
Mark Taylor, Chief Executive Officer and Treasurer

BUYER: Town of Sudbury  
By its Board of Selectmen

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Exhibit H**  
**License Agreement**

## LICENSE AGREEMENT

This **LICENSE AGREEMENT** (this “Agreement”) is made and entered into as of August 20, 2019 (the “Effective Date”), by and between **CAMP SEWATARO, INC.**, a Massachusetts corporation, of One Liberty Ledge, Sudbury, Massachusetts 01776 (“Licensor”) and **THE TOWN OF SUDBURY**, acting through its Board of Selectmen, with an address of Flynn Building, 278 Old Sudbury Road, Sudbury, MA 01776 (“Licensee”).

### RECITALS

A. Licensor owns and operates a day camp for children on property located off the Haynes Road, Greystone Lane, Liberty Ledge and Julian’s Way in the Town of Sudbury, which property is owned by Liberty Ledge, LLC (the “LLC”).

B. Licensor, Licensee and the LLC are parties to that certain Purchase and Sale Agreement, dated as of the Effective Date (the “P&S”), in which the LLC expects to sell the Premises (as defined in the P&S) to Licensee and the shareholders of Licensor expect to donate all the shares of Licensor to Licensee on or about the Closing Date (as defined in the P&S). Such donation will include all rights to all intellectual property of Camp Sewataro, Inc.

C. Licensee requests the right to use certain intellectual property of Licensor in order to prepare to operate a camp at the Premises during the summer of 2020.

D. As a courtesy to Licensee, Licensor has agreed to allow Licensee to use certain intellectual property, subject to the terms herein.

**NOW, THEREFORE**, for and in consideration of the terms, covenants, conditions and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, and intending to be legally bound hereby, Licensor and Licensee hereby covenant and agree as follows:

1. Grant of License and Scope. Subject to Licensee’s compliance with the terms and conditions of this Agreement, Licensor hereby grants to Licensee a non-exclusive license to use the Licensor’s client lists, names, mailing addresses and lists, marketing, advertising, and promotional lists and materials, registrations of its campers, and documents and materials relating to the operation of the camp by Licensor and, subject to the immediately following sentence, the name “Camp Sewataro” and logos and branding images relating thereto (the “IP”) for the sole purpose of Licensee’s operation of a camp at the Premises during the summer of 2020. At all times during the term of this Agreement, Licensee shall only use the name “Camp Sewataro” if qualified and accompanied by a name identifying the user, such as Town of Sudbury/Camp Sewataro, or [name of designated operator]/Camp Sewataro. No part of such IP may be modified, disclosed, sublicensed (except as provided in Section 4) or resold without the prior written consent of Licensor, which Licensor may withhold in its sole discretion. Notwithstanding the forgoing, Licensee may disclose the IP to a limited number Licensee’s employees or, with the prior written consent of Licensor, and in accordance

with Section 3 below, to Licensee's designated camp operator, if in both such cases, access to such IP is required in order to prepare to operate the camp, provided such employees and operator agree in writing to not disclose such IP and to maintain the confidentiality of such IP. Other than in connection with routine camp business, Licensor agrees not to adversely modify, license, sublicense, sell, donate, gift, or otherwise transfer or disclose in any way any of its intellectual property to any party other than the Licensee. In the event of a violation of the preceding sentence, then Licensee shall have all remedies available at law and in equity including the right to damages and specific performance. No title or other rights or privileges other than those expressly set forth in this Agreement are granted to Licensee; there are no implied rights. The IP shall not include rights to use the website or domain name of Licensor, and any use of the forgoing shall require the prior consent of Licensor. Licensor shall reasonably cooperate with Licensee in providing Licensee with access to such licensed materials in a form and on a timetable mutually acceptable to Licensee and Licensor commencing on September 6, 2019.

The parties will cooperate with each other in the development and distribution of all press releases and other public announcements or announcements to Licensor's clients relating to the transactions contemplated by the P&S and the Town's operation of a camp in 2020. All such press releases or announcements shall be subject to prior review and approval by both parties, both in terms of text and timing, such approval not to be unreasonably withheld or delayed.

2. Term and Termination. This Agreement shall commence on the Effective Date and shall terminate upon the Closing Date set forth in the P&S (as such Closing Date may be extended by agreement of the parties to the P&S). Licensor may terminate this Agreement upon written notice to Licensee in the event Licensee breaches its obligations under this Agreement and such breach remains uncured for a period of seven (7) days after written notice of such breach is provided to Licensee. Unless the Closing occurs, at which time the Town of Sudbury shall own the IP, at the end of the term or upon termination of this Agreement, Licensee shall, and shall ensure that its employees, promptly return the IP to Licensor, together with all copies and abstracts thereof. If Licensee, or any assignee, or other person to whom Licensee has disclosed the IP, fails to promptly return the IP to Licensor, or uses or discloses the IP in violation of this Agreement, then Licensor shall have all remedies available at law and in equity including the right to damages and specific performance.
3. Assignment. Except as provided herein, Licensee shall not assign the whole or any part of the foregoing license or its interest in this Agreement without Licensor's prior written consent, which may be granted or withheld in the Licensor's sole discretion. Notwithstanding the forgoing, the parties acknowledge that Licensee expects to retain an operator (the "Operator") to run the camp during the summer of 2020. Licensor agrees to consent to an assignment of this Agreement by the Town to the Operator, provided the Operator (i) agrees to be bound by this Agreement and agrees to perform all of the obligations of Licensee under this Agreement, and (ii) agrees to indemnify and save harmless Licensor and the directors, trustees, officers, employees, representatives, and

agents of Licensor (collectively “Licensor’s Agents”) from and against any and all liability, loss, cost, claims, demands, damages, and expenses (including without limitation reasonable attorneys’ fees and expenses related to any of the foregoing), which may arise out of any act or omission of Operator, its officers, employees, agents, successor or assigns under this Agreement. Notwithstanding any consent to an assignment, Licensee shall remain liable to Licensor for the full performance of the covenants and conditions of this Agreement. The provisions of Section 3 shall survive the termination or expiration of the Agreement.

4. Notice. Any notice from one party to the other relating to this Agreement or use of the IP shall be in writing and deemed to have been duly given (i) three business days after mailing if sent by U.S. mail, postage prepaid, certified mail, return receipt requested, (ii) on the date of delivery if delivered by hand, or (iii) on the next business day after mailing if sent by nationally recognized overnight carrier (i.e. UPS, FedEx, USPS), by overnight mail, and in each case addressed to the parties at their respective addresses as set forth in the first paragraph of this Agreement, with copies as follows:

To Seller’s attorney: Sheryl A. Howard, Esq.  
Krokidas & Bluestein LLP  
600 Atlantic Avenue  
Boston, MA 02210  
Email: [showard@kb-law.com](mailto:showard@kb-law.com)

To Buyer’s attorney: Lee Smith, Esq.  
KP | LAW  
101 Arch Street, 12th Floor  
Boston, MA 02110  
Email: [lsmith@k-plaw.com](mailto:lsmith@k-plaw.com)

5. Relationship.

- a. Licensor and Licensee acknowledge that this Agreement shall not create in Licensee any right, title and interest (including copyright) in and to the IP. This Agreement does not grant Licensee any intellectual property rights in the IP and Licensor hereby reserves all intellectual property rights in the IP. Until the Closing occurs, at which time the IP shall become the property of the Town of Sudbury, Licensee’s rights with respect to the IP are limited to the license granted in Section 1.
- b. Licensor represents and warrants to Licensee that it has all the rights, title, interest, powers and authority necessary to grant the above license for the IP to Licensee. Neither Licensor nor the IP is subject to any liens or charge, claim, limitation, condition, equitable interest, pledge, security interest, easement, encroachment, right of first refusal, adverse claim or restriction of any kind, including any restriction on or transfer or other assignment, as security or

otherwise, of or relating to use, quiet enjoyment, transfer, receipt of income or exercise of any other attribute of ownership of the IP.

6. Miscellaneous.

- 6.1 Entire Agreement. This Agreement (i) contains the entire agreement of the parties with respect to the subject matter which it covers; (ii) supersedes all prior or other negotiations, representations, understandings, and agreements of, by, or between the parties, which shall be deemed fully merged herein; and (iii) may not be changed or amended except in writing signed by both parties.
- 6.2 Waiver. No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right at any time, or from time to time thereafter. The waiver of any breach of any term or condition of this Agreement shall not be deemed to constitute the continuing waiver of the same or any other term or condition.
- 6.3 Governing Law. This Agreement shall be governed by and construed under and in accordance with the laws of The Commonwealth of Massachusetts. By executing this Agreement, each party hereto expressly (i) consents and submits to personal jurisdiction consistent with the previous sentence; (ii) waives to the fullest extent permitted by law any claim or defense that such venue is not proper or convenient; and (iii) consents to service of process in any manner authorized by Massachusetts law. Any final judgment entered in an action brought hereunder shall be conclusive and binding upon the parties hereto.
- 6.4 Counterparts and Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same instrument. A signed copy of this Agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement.
- 6.5 Headings. The captions and headings herein are inserted only as a matter of convenience and for reference and in no way define, limit, construe or describe the scope of this Agreement or the meaning or intent of any provision hereof.
- 6.6 Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been included herein.
- 6.7 Authority; Joint and Several Liability. Each individual signing below hereby represents that the party for whom he or she signs has duly authorized him or her to execute this Agreement on behalf of that party. If two or more persons are named herein as Licensee or Licensor, their obligations hereunder shall be joint and several.

[SIGNATURES ON NEXT PAGE]



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

**LICENSOR:**

**CAMP SEWATARO, INC.**

By: Mark Taylor  
Mark Taylor, Chief Executive Officer and  
Treasurer

**LICENSEE:**

**TOWN OF SUDBURY**

By: \_\_\_\_\_  
Name:  
Title:

3003\0001\554595.4

696679/ SADB/0054

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

**LICENSOR:**

**CAMP SEWATARO, INC.**

By: Mark Taylor  
Mark Taylor, Chief Executive Officer and  
Treasurer

**LICENSEE:**

**TOWN OF SUDBURY**

By: MM  
Name: M. Rodgers  
Title: TOWN MANAGER

3003\0001\554595.4

696679/ SUDB/0054

## **Exhibit I**

### **Restriction Regarding Night Lighting and Towers**

“No night lighting (i.e. field lighting) fixtures taller than twenty (20) feet in height nor any cellular towers or any like-kind towers shall be constructed, installed or placed upon the Premises at any time. This restriction is intended to comply with the provisions of Massachusetts General Laws, Chapter 184, Section 26 et seq. and is intended to run with the land. The premises conveyed hereby borders Lot numbers 208, 209, 210 and 211, as shown on plan filed with the Middlesex South Registry District of the Land Court on October 30, 1998, as Plan 2170W and being entitled, “‘Bittersweet’, Definitive Subdivision of Land in Sudbury, Mass., Prepared for Liberty Ledge Real Estate Trust, William Dowie, Trustee, Scale: 1”=100’, dated May, 1998 by David E. Ross Associates, Inc., Civil Engineers, Land Surveyors, Environmental Consultants, P.O. Box 368-111 Fitchburg Rd-Ayer, Mass. 01432”, a copy of which is filed in Middlesex South District Registry of the Land Court with Certificate of Title Number 105852, Book 659, Page 102 (the “Adjacent Property” and the owners of said property, the “Adjacent Owners”). Grantee acknowledges and agrees that this restriction will be of actual and substantial benefit to Adjacent Owner, and that this restriction will be equitable and in the public interest. The rights hereby granted shall include the right to enforce this restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including, without limitation, relief requiring restoration of the premises to their condition prior to the time of the injury complained of (it being agreed that the Adjacent Owner will have no adequate remedy at law). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Adjacent Owner for the enforcement of this restriction.”

**EXHIBIT J**

**DISCLOSURE STATEMENT FOR  
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY  
M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)**

The undersigned party to a real property transaction with a public agency hereby discloses and certifies, under pains and penalties of perjury, the following information as required by law:

- (1) REAL PROPERTY: Sale of approximately 44.3 Acres Off Haynes Road, Liberty Ledge, Greystone Lane and Julian's Way in the Town of Sudbury, Massachusetts
- (2) TYPE OF TRANSACTION, AGREEMENT, or DOCUMENT: Purchase and Sale Agreement
- (3) PUBLIC AGENCY PARTICIPATING in TRANSACTION: Town of Sudbury
- (4) DISCLOSING PARTY'S NAME AND TYPE OF ENTITY (IF NOT AN INDIVIDUAL): Liberty Ledge, LLC, a Massachusetts limited liability company
- (5) ROLE OF DISCLOSING PARTY (Check appropriate role):

Lessor/Landlord                       Lessee/Tenant  
 Seller/Grantor                       Buyer/Grantee  
 Other (Please describe):

(6) The names and addresses of all persons and individuals who have or will have a direct or indirect beneficial interest in the real property excluding only 1) a stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation or 2) an owner of a time share that has an interest in a leasehold condominium meeting all of the conditions specified in M.G.L. c. 7C, s. 38, are hereby disclosed as follows (attach additional pages if necessary):

<u>NAME</u>	<u>RESIDENCE</u>
Christine Taylor-McKenna	88 Highland Ave Winchester, MA 01890
Mark Taylor	5 Liberty Ledge Sudbury, MA 01776
Rob Taylor	391 Sterling Woods Rd.

Stowe, VT 05672

William Dowie

104 Winslow Road  
North Falmouth, MA 02456

- (7) None of the above-named persons is an employee of the Division of Capital Asset Management and Maintenance or an official elected to public office in the Commonwealth of Massachusetts, except as listed below (insert "none" if none): none.
- (8) The individual signing this statement on behalf of the above-named party acknowledges that he/she has read the following provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts:

*No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been filed by the lessor, lessee, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance.*

*The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the lessee's interest is held by the organization of unit owners of a leasehold condominium created under chapter one hundred and eighty-three A, and time-shares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arm's length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such organization of unit owners. A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change. Any official elected to public office in the commonwealth, or any employee of the division of capital asset management and maintenance disclosing beneficial interest in real property pursuant to this section, shall identify his position as part of the disclosure statement. The commissioner shall notify the state ethics commission of such names, and shall make copies of any and all disclosure statements received available to the state*

*ethics commission upon request. The commissioner shall keep a copy of each disclosure statement received available for public inspection during regular business hours.*

(9) This Disclosure Statement is hereby signed under penalties of perjury.

Liberty Ledge, LLC

PRINT NAME OF DISCLOSING PARTY (from Section 4, above)

Mark Taylor, Executive Director

PRINT NAME & TITLE of AUTHORIZED SIGNER

DATE (MM / DD /YYYY)