

**CONFIRMATION OF NON-APPLICABILITY OF
PROTECTIVE COVENANTS AND DEVELOPMENT AGREEMENT**

Whereas the Town of Falmouth (the "Town"), a Municipal Corporation within the County of Barnstable, Commonwealth of Massachusetts, is the record owner of Lot 18 shown on Land Court Plan 31976-E (see Certificate of Title No. 81907), and

Whereas by deed dated April 21, 1982, being Land Court Document 295,453, the Town conveyed to Falmouth Economic Development and Industrial Corporation ("FEDIC"), a corporation established under M.G.L.c. 121C, Lot 19 shown on Land Court Plan 31976-E; and

Whereas said deed set forth certain Protective Covenants ("the Protective Covenants") applicable to Lot 19, being 114.1 acres, more or less, which land was subsequently divided into lots in a subdivision known as Falmouth Technology Park; and

Whereas a Development Agreement was entered into by and between FEDIC and the Cape Cod Commission, a county agency established by Chapter 716 of the Acts of 1989, as amended, by instrument executed on January 11, 1993, which Development Agreement is filed as Document No. 578,269; and

Whereas said Development Agreement, as modified (see Amendment dated July 12, 1994, Document 625,834, and see Agreement dated February 21, 2006, recorded in Barnstable County Registry of Deeds Book 20976, Page 59) has regulated, and may regulate, the development and use of lots in Falmouth Technology Park; and

Whereas Document 295,453 did not impose the Protective Covenants on Lot 18, and the Town has never subjected Lot 18 to the Protective Covenants, nor has the Town been a party to the Development Agreement nor any amendment thereto; and

Whereas the Development Agreement and the amendments thereto in error include Lot 18 on lists of the properties within Falmouth Technology Park; and

Whereas the Town proposes to convey Lot 18 to the Woods Hole, Martha's Vineyard and Nantucket Steamship Authority ("Steamship Authority"), a public instrumentality of the Commonwealth of Massachusetts, in exchange for certain property of the Steamship Authority; and

Whereas it is a condition of such exchange of properties that the Town, FEDIC and the Cape Cod Commission agree and acknowledge that Lot 18 is not within or a part of Falmouth Technology Park, and that neither the Development Agreement, as amended, nor the Protective Covenants, apply to or encumber Lot 18;

Now, therefore, the Town, FEDIC and the Cape Cod Commission agree and acknowledge that Lot 18 is not within or a part of Falmouth Technology Park, and that neither the Development Agreement, as amended, nor the Protective Covenants, apply to or encumber Lot 18.

Executed as a sealed document this ____ day of _____, 2014.

Town of Falmouth

By: Julian M. Suso, Town Manager,
Duly Authorized

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this ____ day of _____, 2014, then personally appeared the above named Julian M. Suso, proven to me through satisfactory evidence of identification which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purposes, as Town Manager of the Town of Falmouth.

Notary Public -
My commission expires:
(SEAL)

Executed as a sealed document this ____ day of _____, 2014.

Falmouth Economic Development Industrial Corporation

By: Michael C. Galasso, President

By: Stephen J. Spitz, Treasurer

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this ____ day of _____, 2014, then personally appeared the above named Michael B. Galasso, proven to me through satisfactory evidence of identification which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purposes, as President on behalf of Falmouth Economic Development Industrial Corporation.

Notary Public -
My commission expires:
(SEAL)

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this ____ day of _____, 2014, then personally appeared the above named Stephen J. Spitz, proven to me through satisfactory evidence of identification which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purposes, as Treasurer on behalf of Falmouth Economic Development Industrial Corporation.

Notary Public -
My commission expires:
(SEAL)

Executed as a sealed instrument this 19 day of February, 2014.

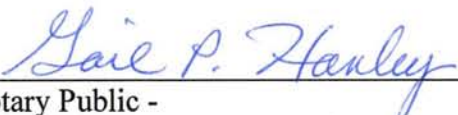
Cape Cod Commission


By: Paul Niedzwiecki, Executive Director

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this 19 day of February, 2014, then personally appeared the above named Paul Niedzwiecki, proven to me through satisfactory evidence of identification which was Personal Knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purposes, as Executive Director of the Cape Cod Commission.


Notary Public -
My commission expires: 9-28-18
(SEAL)

