

AGREEMENT

This Agreement is made on the dates set forth below by Robert L. Perry, hereinafter referred as Perry and Dos Amigos Realty, LLC, hereinafter referred to as Dos Amigos as follows:


1. Perry is the owner of Lot S1B on Wareham Assessors Map 74, also shown on a plan entitled "Approval Not Required Plan of Land at Squirrel Island Road in West Wareham, Massachusetts, prepared for Dos Amigos Realty, LLC, recorded in Plymouth County Registry of Deeds in Plan Book 62, Page 311, hereinafter referred to as the Plan;
2. Dos Amigos is the owner of Lot 1009C on said Plan by virtue of a deed from Ninety-Six Realty, LLC to Do Amigos dated December 15, 2020, recorded in Plymouth County Registry of Deeds in Book 54030, Page 213;
3. Dos Amigos is the "purchaser" and beneficiary of an "Option Agreement" dated December 18, 2020 whereby Dos Amigos has the absolute right, at its option, to purchase Parcel 3 on the Plan;
4. Parcel 3 is a non-buildable lot at this time due to inadequate frontage on Squirrel Island Road under the provisions of the Wareham Zoning Bylaws, said parcel having only 37.30 feet of frontage whereas the required frontage is 180.00 feet;
5. Lot S1B has been approved by the Town of Wareham as a buildable lot, has been tested for percolation satisfactory to the Town of Wareham Board of Health and has a septic system design prepared;
6. Dos Amigos is desirous of obtaining from Perry 142.70 feet of the Squirrel Island Road frontage from Lot S1B in order to satisfy the 180-foot requirement in order to obtain a buildable lot from a part of Parcel 3;

7. Perry, in an attempt to accommodate Dos Amigos while continuing to retain a buildable lot, engaged Braman Surveying and Associates, LLC, hereinafter referred to as Braman, to explore the possibility of accommodating Dos Amigos while not losing the buildable lot;
8. Braman proposed two alternate designs that would give Dos Amigos a buildable lot on the southerly point of Parcel 3 incorporating 142.70 feet of S1B and leave Perry still owner of a buildable lot by combining the northerly portion of Parcel 3 with the remainder of Lot S1B;
9. Both of Braman's proposals, labeled Option 1 and Option 2 are attached hereto and incorporated herein;
10. Perry and Dos Amigos understand that each lot requires 80 feet of frontage, 60,000 square feet of area (48,000.00 square feet of contiguous upland) a set back from wetlands of 150 feet to a septic system and a distance for wells of 150 feet from any septic system and agree to design said lots based upon these specifications;
11. Dos Amigos shall prepare and submit to the Wareham Planning Board a Plan, "Approval Not Required", dividing Lot S1B and Parcel 3 into two buildable lots, basically in accordance with the Braman plans, minor differences being acceptable provided each lot is buildable and passes percolation test;
12. Any plans shall be presented to Perry for approval and Perry will be notified of the hearings before the Planning Board, or other boards if required, in a timely manner, in order that he may, at his option, attend and be heard;
13. Immediately upon execution of this Agreement, Dos Amigos shall convey to Robert L. Perry and Margaret A. Perry, as tenants by the entirety, Lot 1009C as referred to in Paragraph 2 herein;
14. Dos Amigos, after approval of the plan of division of lot S1B and Parcel 3 shall perform a satisfactory percolation test of the northerly lot, at least 150 feet from wetlands and with sufficient separation for installation of a well, and shall provide Perry with the results;

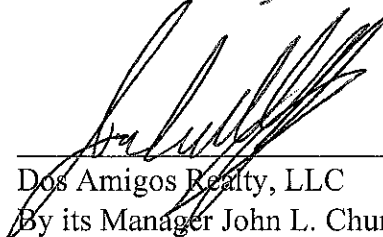
15. Dos Amigos, within thirty days after exercising the option referred to in Paragraph 3 herein, shall convey to Perry all of the northerly portion of said Parcel 3 in the plan dividing S1B and Parcel 3 and Perry shall simultaneously convey to Dos Amigos, the portion of Lot S1B as shown on the plan, conveying good, clear record, marketable title;
16. Perry shall permit upon completion of this Agreement under Paragraph 15, Dos Amigos to make connection to any electric poles situated on properties owned by Perry for the purpose of bringing electric power to any lots owned by Dos Amigos;
17. After making electric connections, Dos Amigos shall return Perry's property to the state it was in prior to Dos Amigos making said connection within 14 days of the time Dos Amigos completes its connection;
18. Both Perry and Dos Amigos agree to cooperate fully, and each shall keep the other informed in effecting the foregoing.

Executed on the date set forth below:

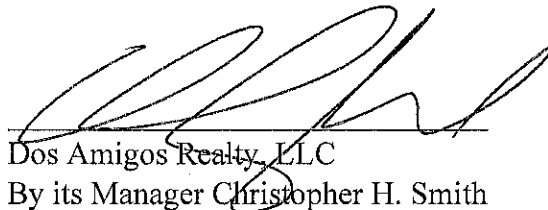
03/01/2021
Date


Robert L. Perry

3/1/21
Date


Dos Amigos Realty, LLC
By its Manager John L. Churchill

3/1/21
Date


Dos Amigos Realty, LLC
By its Manager Christopher H. Smith