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Revised October 4, 2016
SITE ID: MA-017-1015814
PIN: 250170002
CEA/07.15.2020

PURCHASE SALE AGREEMENT

THIS AGREEMENT, hereinafter called the "Agreement", made and entered into by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose address is c/o Real Estate and Facilities Management, 500 Water Street, J-180, 12th Floor, Jacksonville, Florida 32202, hereinafter called the "Seller", and the TOWN OF SUDBURY, whose address is 278 Old Sudbury Rd, Sudbury, Massachusetts 01776, hereinafter called the "Buyer", provides:

1. PURCHASE AND SALE: For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller agrees to sell and Buyer agrees to buy the Premises, as hereinafter defined, pursuant to and in accordance with the terms and conditions of this Agreement. Buyer hereby agrees to purchase from Seller and Seller agrees to sell to Buyer, the land or property rights shown or identified on Exhibit "A", attached hereto and made a part hereof, being Mile Post QBS 3.40 to QBS 4.80, hereinafter called the "Premises". The Premises is located at Sudbury, County of Middlesex, Commonwealth of Massachusetts, and contains 11.26 acres, more or less.

2. PRICE:

2.1 The purchase price for the Premises is ONE MILLION ONE HUNDRED FORTY FIVE THOUSAND FIVE HUNDRED AND NO/100 U.S. DOLLARS (\$1,145,500.00) (hereinafter the "Purchase Price").

3. DEPOSIT: (INTENTIONALLY OMITTED)

4. OFFER, ACCEPTANCE, CONTRACT:

4.1 Until accepted by Seller, Buyer's offer to purchase the Premises (hereinafter the "Offer") as evidenced by its execution and delivery of this Agreement shall be a firm offer for a period of THIRTY (30) days from the date of this Agreement. Seller's acceptance of the Offer is to be evidenced by its execution of this Agreement (the "Execution Date"). Failure of Seller to accept the Buyer's Offer and execute this Agreement within the above-mentioned period shall render the Offer null and void.

4.2 This Agreement, when accepted by Seller, shall constitute a contract and the entire agreement between the parties hereto, and they shall not be bound by any terms, oral or written conditions, statements or representations not contained herein or attached hereto.

4.3 Neither the Buyer's Offer nor, upon its execution by all parties, this Agreement may be changed, altered or modified except by an instrument in writing signed by Buyer and Seller.

4.4 The Buyer's Offer and this Agreement shall be executed in duplicate, each of which may be treated as an original.

5. DUE DILIGENCE PERIOD, CONTINGENCIES:

5.1 Buyer shall have until November 27, 2020, to complete all inspections and investigations and any actions necessary or required in order to consummate this transaction, in the sole discretion of the Buyer, including without limitation, title, survey, environmental, appraisals, obtain or otherwise satisfy itself as to Town Meeting appropriation and approval, sources of funding sufficient for the payment of the Purchase Price, voter approval at a Town election of sources of funding pursuant to Proposition 2 ½, so-called, debt exclusion in accordance with M.G.L. c. 59, s. 21C or other applicable law, compliance with the provisions of M.G.L. c. 30B, and M.G.L. c. 7C, s. 38, subject to the extension set forth herein, (the "Preliminary Due Diligence Period"). Buyer shall have the right to extend the Preliminary Due Diligence Period for sixty (60) days (the "Extension Period"), if, due to the COVID-19 pandemic, such deadlines or scheduled events cannot timely occur. Buyer may exercise an extension by providing

Seller written notice of its intent five (5) days prior to the previously expiring Period and simultaneously remitting to Seller an extension payment of Five Thousand and NO/100 Dollars (\$5,000.00) ("Extension Payment"). The Extension Payment, if any, shall be non-refundable and credited towards the Purchase Price at Closing. The Extension Periods, if any, and the Preliminary Due Diligence Period, shall collectively be referred to as the "Due Diligence Period." The Due Diligence Period shall expire at 4:00 p.m. on the last day of the Due Diligence Period (the "Due Diligence Deadline"). The Buyer or the Seller may request an extension of the Due Diligence Period, the Closing Date and/or any other deadline set forth herein if, due to the COVID-19 pandemic, such deadlines or scheduled events cannot timely occur. Consent to any such request shall not be unreasonably withheld by either party.

5.2 If for any reason, in its sole and absolute discretion, Buyer is not satisfied with the results of any inspection or investigation or any event described in Section 5.1 above has not occurred, the Buyer may, on or before the Due Diligence Deadline, deliver to Seller written notice of cancellation cancelling this Agreement.

5.3 Buyer's failure to deliver a notice of cancellation to Seller within the Due Diligence Period shall be considered Buyer's acceptance of the Premises in its AS-IS, WHERE-IS, WITH ALL FAULTS condition.

5.4 This Agreement is contingent upon the following events, if any:

- (a) Seller's receipt and approval of the Environmental Assessment at a minimum in conformance with Seller's Minimum Sampling Requirements, attached hereto as Exhibit B.
- (b) Seller's receipt and approval of Buyer's Soil Management Plan and Capping Plan as outlined in Exhibit B.
- (c) Seller being successful in acquiring authority from the Surface Transportation Board (STB) to abandon railroad operations over the premises.

5.5 The contingencies listed in Section 5.1 above must be satisfied or complied with prior to the expiration of the Due Diligence Period. If the contingencies listed in Section 5.1 and 5.4 are not satisfied or complied with prior to the expiration of the Due Diligence Period, either party may, elect to terminate this Agreement by written notice to the other given on or before the expiration of the Due Diligence Period. If terminated, the transaction contemplated hereunder shall be terminated without recourse to either party and Buyer shall furnish Seller with a copy of all materials and information (including but not limited to any engineering reports, studies, maps, site characterizations and/or zoning related materials) developed by Buyer during the term of this Agreement relating to the potential use or the physical condition of the Premises.

6. DEED:

6.1 As early as practicable after execution of this Agreement by all parties, Seller will prepare and submit to Buyer, for Buyer's comments, a form of deed in conformance with the terms of this Agreement to convey the Premises to Buyer. Buyer shall have a period of ten (10) calendar days after receipt of said deed to examine same and notify Seller of any comments. If no comments are received within the ten (10) day period, Buyer shall be deemed to have approved the deed in the form submitted. Seller shall have no obligation to modify the deed to conform to Buyer's comments if the deed otherwise conforms to the terms of this Agreement.

6.2 The conveyance shall be by quitclaim deed conveying all of Seller's right, title and interest in the Premises, if any, but shall be expressly subject to: all existing roads, fiber optic facilities, public utilities; all matters of record; any applicable zoning ordinances and subdivision regulations and laws; taxes and assessments, both general and special, which become due and payable after the date of conveyance and which Buyer assumes and agrees to pay; all matters that would be revealed by a survey meeting applicable State minimum technical requirements or by an inspection of the Premises; the items or matters identified in Section 10.1 of this Agreement; and all existing occupancies, encroachments, ways and servitudes, howsoever created and whether recorded or not. The provisions of

this Section shall survive Closing.

6.3 The deed shall contain one or more restrictive covenants, reading substantially as follows, to run with title to the Premises, and to be binding upon Buyer, Buyer's heirs, legal representatives and assigns, or corporate successors and assigns, or anyone claiming title to or holding the Premises through Buyer:

Grantee acknowledges that the Premises conveyed hereunder has been historically used for railroad industrial operations and is being conveyed for use only as a recreational trail, for water protection, water supply purposes, and other permitted municipal purposes. Grantee, by acceptance of this deed, hereby covenants that it, its successors, heirs, legal representatives or assigns shall not use the Premises for any purpose other than a recreational trail, water protection, water supply purposes, and other permitted municipal purposes and that the Premises will not be used for (a) any residential purpose of any kind or nature (residential use shall be defined broadly to include, without limitation, any use of the Premises by individuals or families for purposes of personal living, dwelling, or overnight accommodations, whether such uses are in single family residences, apartments, duplexes, or other multiple residential dwellings, trailers, trailer parks, camping sites, motels, hotels, or any other dwelling use of any kind), (b) any public or private school, day care, or any organized long-term or short-term child care of any kind, or (c) any agricultural purpose that results in, or could potentially result in, the human consumption of crops or livestock raised on the property (agricultural purpose shall be defined broadly to include, without limitation, activities such as food crop production, dairy farming, livestock breeding and keeping, and cultivation of grazing land that would ultimately produce, or lead to the production of, a product that could be consumed by a human). By acceptance of this deed, Grantee further covenants that it, its successors, heirs, legal representatives or assigns shall not use the groundwater directly underneath the Premises for human consumption, irrigation, or other purposes. The preceding sentence shall not be construed to mean groundwater that migrates from directly underneath the Premises to any other area. Grantor acknowledges that a portion of the Premises is within Zone 1 and Zone 2 water protection areas and that public water supply and water protection areas presently exist in areas adjacent to the Premises as is shown on Exhibit C attached hereto and made a part hereof.

NO ACCESS: Grantee, by acceptance of this deed, covenants and represents that Grantee owns property adjoining the Premises and has access to the Premises through Grantee's adjoining property or through other property not owned by Grantor. Grantee, on its behalf, its heirs, personal representatives, successors and assigns, releases Grantor, its successors and assigns, from any responsibility, obligation or liability to provide access to the Premises through land now owned or subsequently acquired by Grantor. Should Grantee ever convey the Premises, or any portion thereof, to a third party, Grantee will provide access to the Premises through Grantee's adjoining property or through other property not owned by Grantor.

FENCING: Grantee, by the acceptance hereof, hereby covenants and agrees with Grantor that Grantor shall not be required to erect or maintain any fences, railings or guard rails along any boundary lines between the Premises and the adjacent land(s) of Grantor or of any other company affiliated with Grantor; or be liable for or required to pay any part of the cost or expense of erecting or maintaining such fences, railings or guard rails or any part thereof; or be liable for any damage, loss or injury that may result by reason of the non-existence or the condition of any fences, railings or guard rails. Grantee assumes all liability and responsibility respecting fences, railings or guardrails, or the absence thereof.

DRAINAGE: Grantee, by acceptance of this deed, hereby covenants that it, its successors, heirs, legal representatives or assigns shall maintain the existing drainage on the Premises in such a manner as not to impair adjacent railroad operating property drainage and not to redirect or increase the quantity or velocity of surface water runoff or any streams into Grantor's drainage system or upon the adjacent railroad operating property or other lands and facilities of Grantor. If the Premises or existing drainage are modified or improved, Grantee agrees to construct and maintain, in accordance with all applicable statutes, ordinances, building and subdivision codes, covenants and restrictions, an adequate drainage system from the Premises to the nearest public or non-Grantor owned drainage or storm sewer system, in order to prevent the discharge of roof, surface, stream and other drainage waters upon railroad

operating property or other adjacent lands and facilities of Grantor.

Grantee, by acceptance of this deed, hereby covenants that it, its successors, and assigns, shall maintain that portion of the existing slope and toe of slope located on the Premises in such a manner as to ensure that the slope does not fall, slide or otherwise undermine Grantor's tracks, operating corridor, roadbed, or other lands and facilities of Grantor. Grantee further covenants to ensure lateral and subjacent support of railroad tracks, the operating corridor, roadbed, and land.

Grantee acknowledges that this deed is made upon Grantee's solicitation and request, and was not in any way initiated by Grantor. Grantor does not represent or warrant to Grantee any ownership or estate in the Premises or any specific title or interest in the Premises, which constituted a strip of Grantor's former railroad operating property; and Grantee hereby releases Grantor, its officers and agents, from any claim or demand resulting from this deed, or from any failure of or defect in Grantee's title to the Premises.

To the extent permitted by law, Grantee hereby agrees, as additional consideration for the conveyance of the Premises, to defend, indemnify and hold Grantor harmless from and against any and all liability, loss, cost and/or expense, including reasonable attorney fees, arising out of or in connection with any and all suits or causes of actions instituted by third parties against Grantor or Grantee as a result of the conveyance of the Premises to Grantee or as a result of the failure of title to any portion of the Premises.

Grantee and Grantor agree and acknowledge the covenants and easements contained in this Deed shall be covenants "in gross" and easements "in gross" which shall remain binding on Grantee, its successors, heirs, legal representatives and assigns regardless of whether Grantor continues to own property adjacent to the Premises. Grantee acknowledges Grantor will continue to have a substantial interest in enforcement of the said covenants and easements whether or not Grantor retains title to property adjacent to the Premises.

6.4 Seller shall except and reserve unto itself as Grantor, its successors and assigns, the following easements, rights and interests:

EXCEPTING unto Grantor the ownership in and to all, if any, railroad tracks and other track material (including switches, signals and ballast), hereinafter "the Track", within and on the Premises. Grantee shall remove the Track, if any, at its sole cost and expense, at the time of construction of the recreational trail on the Premises and stockpile same (other than the ballast) for later retrieval by Grantor. Grantor shall have sixty (60) days to retrieve the Track upon delivery of written notice from Grantee and

FIBER OPTIC EASEMENT – All right, title and interest in and to fiber occupancies on the Premises were reserved unto Consolidated Rail Corporation in deed dated June 1, 1999, recorded among the Public Records of Middlesex County, Commonwealth of Massachusetts in Deed Book 30898, Page 30.

7. TITLE SEARCH, INSURANCE:

7.1 Buyer has the option of arranging and paying for such examination of title or title insurance on the Premises as Buyer may desire, at Buyer's sole cost.

7.2 Irrespective of whether Buyer obtains a title examination or insurance, Buyer shall, if Buyer closes on the Premises, accept the Premises in its AS-IS, WHERE-IS, WITH ALL FAULTS condition. The provisions of this Section shall survive Closing.

8. SURVEY:

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8.1 Forthwith upon notice of Seller's acceptance of this Agreement and Buyer's compliance with procurement and bidding laws, Buyer shall obtain a survey of the Premises conforming to applicable State minimum technical requirements at Buyer's expense.

8.2 Within the Due Diligence Period, Buyer shall furnish Seller with a metes and bounds description in Microsoft Word format and Survey of the Premises in electronic CAD format, with one (1) print of a final survey plat acceptable to Seller and to the Recorder of Deeds for the County or City in which the Premises is located, certified to Buyer and Seller, for use by Seller in preparation of the deed and other papers.

9. **CLOSING:** If Buyer does not exercise the Extension Period in Section 5 hereof, Closing hereunder shall be held on or before November 30, 2020, if Buyer exercises the Extension Period in Section 5 hereof, Closing shall be held on or before January 30, 2021. Seller and Buyer agree that the Closing may occur via delivery of funds and closing documents or at such other place as may be mutually agreeable to Seller and Buyer. The time and date for Closing may be extended only by Seller in writing, time expressly being of the essence in this Agreement. In the event Buyer requests and Seller agrees to extend the Closing Date to after January 30, 2021, the Purchase Price shall increase by 5%. In the event that Buyer is ready, willing and able to close on or before January 29, 2021 and Seller requests to extend the Closing Date, there shall be no increase in the Purchase Price.

10. **POSSESSION:** Buyer shall obtain possession of the Premises at Closing, subject to the limitations, terms and conditions of Section 6 of this Agreement, and such other leases, licenses, easements, occupancies or other limitations which are identified by Section 10.1, or which are discovered by Seller during the term of this Agreement (which may not necessarily be stated in the deed), unless canceled by Seller or otherwise terminated (whether by notice, expiration, nonrenewal or any other reason) prior to Closing.

10.1 Seller believes that the Premises is currently subject to the following leases, licenses, easements, occupancies and/or limitations (which may or may not be of record):

Contract ID	Name	Date	Type	Action
CR 167057	South Sudbury Realty	11/13/1970	Water pipe crossing	Fully Assign
CR 158981	Boston Gas Company	12/23/1970	Gas pipe crossing	Fully Assign
CR 217499	Verizon New England	1/12/1965	Conduit system crossing	Fully Assign
CR 170030	Boston Consolidated Gas	4/10/1930	Gas pipe crossing	Fully Assign
CR 167703	Sudbury Water District	7/7/1936	Pipe crossing	Fully Assign
CR 217429	Boston Gas Company	12/3/1963	Gas pipe crossing	Fully Assign
CR 249256	Verizon New England	4/27/1982	Conduit system crossing	Fully Assign
CR 167209	Commonwealth of Massachusetts	8/18/1937	Drain pipes longitudinal and crossing	Fully Assign
DOT547059D	Commonwealth of Massachusetts	4/7/2006	Roadway Crossing	Fully Assign
CR 216861	Nstar Electric Company	11/5/1963	Overhead power line crossing	Fully Assign
CR 243468	Sudbury Water District	4/9/1981	Water pipe crossing	Fully Assign
CSD8363	Commonwealth of Massachusetts	7/14/1999	Easement for State Highway Purposes	Subject To

During the term of this Agreement, Seller will research its archives for, and shall advise Buyer if Seller discovers, any additional leases, licenses, easements, occupancies and limitations affecting the Premises. As to any items discovered as a consequence of such research, Seller may elect, in its sole discretion, to either cancel or otherwise terminate such items or, pursuant to Section 10.3, to assign or to partially assign, if such item is applicable to an area greater than the Premises, to the Buyer at Closing.

10.2 INTENTIONALLY OMITTED

10.3 At Closing, Seller shall assign to Buyer, and Buyer shall assume, Seller's right, title and interest in all items identified as Fully Assign under the Action Column in Section 10.1, or which are subsequently discovered by Seller, unless retained by Seller, canceled or otherwise terminated, at or prior to Closing. However, if such item is applicable to an area greater than the Premises, the Buyer shall be included as party to a partial assignment of the item(s), which may be executed after Closing.

10.4 If, prior to Closing, all or any portion of the Premises is taken by eminent domain (or is the subject of a pending taking which has not yet been consummated), Seller shall notify Buyer of such fact promptly after obtaining knowledge thereof and either Buyer or Seller shall have the right to terminate this Agreement by giving notice to the other not later than ten (10) days after the giving of Seller's notice. If neither Seller nor Buyer elects to terminate this Agreement as aforesaid, there shall be no abatement of the Purchase Price and Seller shall assign to Buyer (without recourse) at the Closing the rights of Seller to the awards, if any, for the taking, and Buyer shall be entitled to receive and keep all awards for the taking of the Premises or such portion thereof.

10.5 INTENTIONALLY OMITTED

10.6 INTENTIONALLY OMITTED

11. ANNUAL TAXES; RENTS; LIENS; CHARGES:

11.1 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 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. All other adjustments shall be made as of the Closing Date.

No deed excise stamp tax is due or payable pursuant to G.L. c. 64D s. 1.

11.2 Any certified governmental assessments or liens for improvements on the Premises which are due and payable at the time of Closing shall be paid in full by Seller, and any pending liens or assessments for improvements not yet due and payable at Closing shall be thereafter paid in full by Buyer.

11.3 Any rents and license fees (individually in excess of \$1,000.00 prorated amount on annual rental) accruing to the Premises shall be prorated at Closing, with rents and fees prior to the date of Closing retained by Seller. Seller represents and warrants that no such rents, fees or other charges have been collected in advance for any period after the Closing Date. The provisions of this Section 11.3 shall survive the Closing.

12. TAXES ON TRANSFER; CLOSING COSTS:

12.1 Buyer shall pay all transfer taxes, if applicable, however styled or designated, all documentary stamps, recording costs or fees or any similar expense in connection with this Agreement, the conveyance of the Premises or necessary to record the deed.

12.2 Buyer shall be solely responsible for and shall pay any reassessments or taxes generated by reclassification of the Premises resulting from conveyance of the Premises.

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12.3 If any state or local governmental authority requires, presently or in the future, the payment of any sales, use or similar tax upon the sale, acquisition, use or disposition of any portion of the Premises, (whether under statute, regulation or rule), Buyer assumes all responsibility for and shall pay the same, directly to said authority, and shall hold Seller harmless from such tax(es) and any interest or penalty thereon. Seller shall cooperate (at no expense to Seller) with Buyer in the prosecution of any claim for refund, rebate or abatement of said tax(es).

12.4 Seller shall pay the cost of recording any release of Seller's mortgage(s) or lien(s). In the event Buyer finances any portion of the Purchase Price (whether through third parties or from Seller), Buyer shall pay all costs thereof, including recordation, intangible taxes, etc.

12.5 Buyer represents and warrants that neither it nor its officers, directors or controlling owners are acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; that neither it nor its officers, directors or controlling owners are engaged in this transaction, directly or indirectly, on behalf of, or facilitating this transaction, directly or indirectly, on behalf of, any such person, group, entity or nation; and that neither it nor its officers, directors or controlling owners are in violation of Presidential Executive Order 13224, the USA Patriot Act, the Bank Secrecy Act, the Money Laundering Control Act or any regulations promulgated pursuant thereto.

12.6 The Foreign Investment in Real Property Tax Act (FIRPTA), IRC 1445, requires that every purchaser of U.S. real property must, unless an exemption applies, deduct and withhold from Seller's proceeds ten percent (10%) of the gross sales price. The primary exemptions which might be applicable are: (a) Seller provides Buyer with an affidavit under penalty of perjury, that Seller is not a "foreign person", as defined in FIRPTA, or (b) Seller provides Buyer with a "qualifying statement", as defined in FIRPTA, issued by the Internal Revenue Service. Seller and Buyer agree to execute and deliver as appropriate any instrument, affidavit and statement, and to perform any acts reasonably necessary to carry out the provisions of FIRPTA and regulations promulgated thereunder. Buyer and Seller shall each indemnify and hold harmless the other with respect to any financial loss caused by the indemnifying party's failure to fulfill its obligations under this Paragraph.

13. BUYER'S RIGHT OF ENTRY, ENVIRONMENTAL AND OTHER INSPECTIONS:

13.1 Subject to and upon compliance with the terms of this Section 13, during the term of this Agreement, Buyer and/or its agents may be permitted to access the Premises, subject to the rights of any tenant, licensee, utility or other third party occupying any portion of the Premises, in order to make surveys, make measurements, conduct environmental or engineering tests (including drilling and coring for preconstruction soil analysis), and to make such physical inspections and analyses thereof as Buyer shall deem necessary; PROVIDED, however, that Buyer, and/or its agents, hereby assumes all risks of such entry and to the extent permitted by law, agrees to defend, indemnify and save Seller harmless from and against any claim, cost or expense resulting from any damage to or destruction of any property (including the Premises or any improvements thereon) and any injury to or death of any person(s), arising from the acts or omissions of Buyer and/or its agents in the exercise of this right-of-entry. Buyer agrees to do no act which would encumber title to the Premises in exercising this right-of-entry. Any drilling and coring holes shall be filled upon completion of testing. All investigation-derived waste, including without limitation drilling waste, ground water and cuttings, shall be promptly handled, characterized and disposed of properly and in accordance with all local, State and Federal requirements, all at Buyer's sole cost.

13.2 Buyer shall give Seller five (5) days prior written notice of any entry onto the Premises under this Section 13 and provide Seller with a schedule and scope of work for each of the activities Buyer proposes to undertake during such entry which shall be consistent with Exhibit B. Upon receipt of the foregoing, Seller reserves the right,

in Seller's sole discretion, to reject such proposed activities, or if Seller permits the testing, Seller reserves the right to monitor and approve all procedures in the conduct of any environmental assessments, tests, studies, measurements or analyses performed by or for Buyer in, on, to or with respect to the Premises. Buyer agrees to test the Premises in conformation with the Minimum Sampling Requirements set forth in Exhibit B, attached hereto and made a part hereof. Buyer shall provide in any contract or bids for site assessment or environmental inspections of the Premises a "confidentiality clause", limiting disclosure of the results and any report only to Buyer (or to Seller, upon request), and an "insurance clause," requiring the company selected by the Buyer to perform the work to produce a certificate of insurance naming the Seller and Buyer as additional insured with the following coverage and limits:

- General Liability (CGL) insurance with coverage of not less than FIVE MILLION DOLLARS (\$5,000,000) Combined Single Limit per occurrence for bodily injury and property damage.
- In addition to the above-described CGL insurance, if Buyer will undertake, or cause to be undertaken, any construction or demolition activity within fifty (50) feet of any Seller track or any Seller bridge, trestle or tunnel, then Buyer shall also purchase, or cause to be purchased, a policy of Railroad Protective Liability (RPL) insurance, naming Seller as the insured, with coverage of not less than FIVE MILLION DOLLARS (\$5,000,000) Combined Single Limit per occurrence, with an aggregate of TEN MILLION DOLLARS (\$10,000,000). Such policy must be written on ISO/RIMA form of Railroad Protective Insurance – Insurance Services Offices Form No. CG 00 35, including Pollution Exclusion Amendment CG 28 31. At Seller's option, in lieu of purchasing RPL insurance (but not CGL insurance), Buyer may pay Seller a Construction Risk Fee, and thereby be relieved of any obligation to purchase said RPL insurance.
- Worker's Compensation Insurance as required by the state in which the Work is to be performed. This policy shall include Employers' Liability Insurance with a limit of not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence. Unless prohibited by law, such insurance shall waive subrogation against Seller.
- Automobile Liability Insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering all owned, non-owned and hired vehicles.
- Professional Errors and Omissions (E&O) insurance with coverage of not less than ONE MILLION DOLLARS (\$1,000,000) Combined Single Limit per occurrence for professional errors and omissions.

Buyer shall also keep Seller fully apprised of the progress of, and procedures followed with respect to, all such environmental work; and fully cooperate with all reasonable requests of Seller in undertaking and carrying out such work. If requested by Seller, Buyer shall prepare split samples (which may then be separately tested at Seller's sole option and cost) for delivery to Seller and shall deliver to Seller, at no cost to Seller, within five (5) days after receipt, copies of all results, assessments, reports and studies, whether of an environmental nature or otherwise, resulting from any tests or inspections conducted by Buyer pursuant to this Section 13 or otherwise in accordance with this Agreement. At or before Closing, Buyer shall provide Seller a reliance letter from Buyer's consultant, in form and substance reasonably acceptable to Seller, granting Seller the right to rely on the environmental data and reports generated as part of Buyer's environmental due diligence, including without limitation, any Phase I Environmental Site Assessment Reports. The reliance letter shall not impose any additional limitations or restrictions on Seller's reliance on said data and reports except as may be specified within the report documents themselves.

13.3 Buyer acknowledges that Seller makes no guarantee, representation or warranty regarding the physical or environmental condition of the Premises, and Seller expressly disclaims any and all obligation and liability

to Buyer regarding any defects which may exist with respect to the condition of the Premises.

13.4 If environmental contamination of the Premises is revealed by the studies and tests conducted by Buyer pursuant to this Section 13, in an amount and/or concentration beyond the minimum acceptable levels established by current applicable governmental authorities, or, if Buyer is unwilling to accept the environmental condition of the Premises as a result of such tests or assessments or is otherwise not satisfied with the condition of the Premises, Seller's and Buyer's sole and exclusive remedy shall be to terminate this Agreement. Under no circumstances shall Seller be required to correct, remedy or cure any condition or environmental contamination of the Premises, which Buyer's tests and studies may reveal, as a condition to Closing or other performance hereunder.

13.5 Provided Seller does not elect to terminate this Agreement as provided herein, or fails to terminate after receipt of test results, Buyer shall take the Premises "as is" at Closing; assumes all risks associated with the environmental condition of the Premises, regardless of the cause or date of origin of such condition; and releases all rights or claims against Seller relating to such condition or for any costs of remediation or cure of any environmental condition. Buyer expressly assumes all obligations, liability and responsibility for physical and/or environmental conditions of the Premises, and agrees to defend, protect, indemnify and hold Seller harmless from any and all loss, damages, suits, penalties, costs, liability, and/or expenses (including, but not limited to reasonable investigative and/or legal expenses, remediation and/or removal costs), arising out of any claim(s), present, past or future, for (a) loss or damage to any property, including the Premises (b) injuries to or death of any person(s), (c) contamination of or adverse effects upon the environment (air, ground or water), or (d) any violation of statutes, ordinances, orders, rules or regulations of any governmental entity or agency, caused by or resulting from presence or existence of any hazardous material, hazardous substance, hazardous waste, pollutant or contaminant (including petroleum products) in, on or under the Premises or any migration, escape or leakage of such materials, substances, wastes, pollutants or contaminants therefrom. Buyer acknowledges that the provisions of this Section are deemed to be additional consideration to Seller and the condition of the Premises has been considered as part of the Purchase Price.

13.6 *INTENTIONALLY OMITTED*

13.7 *INTENTIONALLY OMITTED*

13.8 The Buyer's Environmental Assessment, Soil Management Plan and Capping Plan shall be completed on or prior to the expiration of the Due Diligence Period.

13.9 The provisions of this Article 13 shall survive Closing or termination of this Agreement.

14. SUBDIVISION APPROVAL; ZONING:

14.1 Any subdivision approval needed to complete the transaction herein contemplated shall be obtained by Buyer at Buyer's sole risk, cost, and expense. Seller shall cooperate with Buyer in obtaining said approval, to the extent necessary or required, but Buyer shall reimburse Seller for any and all charges, costs and expenses (including portions of salaries of employees of Seller assigned to such project) which Seller may incur in such cooperation.

14.2 Seller makes no guarantee or warranty that any subdivision approval will be granted and assumes no obligation or liability for any costs or expenses if same is not approved.

14.3 Costs and expenses shall include all fees, costs and expenses, including reasonable attorneys' fees, of obtaining subdivision plats, or filing same with the applicable governmental body(ies), or recordation thereof, including attorneys' fees, and all other related and/or associated items.

14.4 Seller makes no guarantee, warranty or representation as to the permissibility of any use(s) contemplated by Buyer under existing zoning of the Premises or as to any ability to secure any rezoning for Buyer's use.

15. BROKER'S FEES: The Buyer and the Seller each represent and warrant to the other that neither has introduced into this transaction any person, firm or corporation who is entitled to compensation for services as a broker, agent or finder. The Buyer and the Seller each agree to indemnify the other against and hold the other harmless from any and all commissions, finder's fees, costs, expenses and other charges claimed by real estate brokers or sales persons by, through or under the indemnifying party. Seller shall be under no obligation to pay or be responsible for any broker's or finder's fees, commissions or charges in connection with handling this transaction, or Closing.

16. ASSIGNMENT, LIMITS, SURVIVAL:

16.1 (a) This Agreement may not be assigned by Buyer without the prior written consent of Seller, which shall not be unreasonably withheld, provided that if Buyer wishes to cause the Premises to be conveyed directly from Seller to a third party through an exchange of like-kind real estate on escrow terms qualifying under Section 1031 of the Internal Revenue Code of 1986, as amended, and any Treasury Regulations promulgated thereunder, Seller shall, at Buyer's expense, cooperate in accomplishing Buyer's objective.

(b) Buyer hereby agrees that closing on the disposition of the transfer of the Premises pursuant to this Agreement may be structured by Seller to qualify as part of an exchange of like-kind property under Section 1031 of the Internal Revenue Code of 1986, as amended, and Treasury Regulations promulgated thereunder (a "like-kind exchange"). Accordingly, Seller shall have the right to assign its rights and interests hereunder to a qualified intermediary or qualified escrow agent, an exchange accommodation titleholder, or such other person as may be necessary to qualify the transaction as a like-kind exchange. Buyer agrees to cooperate with Seller in executing such documents as may be reasonable necessary to implement a like-kind exchange, including, but not limited to, making the proceeds check payable as directed by Seller, provided that Buyer does not incur any additional cost.

16.2 As limited above, this Agreement shall be binding upon the parties, their successors and permitted assigns, or upon their heirs, legal representatives and permitted assigns, as the case may be.

16.3 Any provision calling for obligations continuing after Closing or termination of this Agreement shall survive delivery of the deed and not be deemed merged into or replaced by any deed, whether or not the deed so states.

17. DEFAULT:

17.1 In the event of a default by Buyer under this Agreement, Seller may elect to terminate this Agreement by delivery of notice to Buyer in full settlement of any and all claims arising under or in any way related to this Agreement and without further recourse.

17.2 In the event of a default by Seller under this Agreement, Buyer's sole and exclusive remedy shall be to terminate this Agreement by delivery of notice to Seller and reimbursement for any reasonable third-party expenses incurred by Buyer pursuant to this Agreement, not to exceed \$10,000, as agreed-upon liquidated damages in full settlement of any and all claims arising under or in any way related to this Agreement. Buyer irrevocably waives any and all right to pursue specific performance of this Agreement or any other legal or equitable remedy otherwise available to Buyer.

17.3 Upon the termination of this Agreement pursuant to this Article 17, Buyer and Seller shall be

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relieved of all obligations under Agreement, including the duty to close, other than (a) any liability for breach of any of the provisions of Section 13 shall remain as obligations of Buyer and (b) Buyer shall furnish Seller with a copy of all materials and information (including but not limited to any engineering reports, studies, maps, site characterizations and/or zoning related materials) developed by Buyer during the term of this Agreement relating to the potential use or the physical condition of the Premises.

17.4 "Default" shall include not only the failure to make prompt payment of any sums when due under this Agreement, but also the failure to fully and timely perform any other acts required of Buyer under this Agreement.

18. NOTICES:

18.1 Notice under this Agreement shall be in writing and sent by Registered or Certified Mail, Return Receipt Requested, or by courier, express or overnight delivery, and by confirmed e-mail.

18.2 The date such notice shall be deemed to have been given shall be the business day of receipt if received during business hours, the first business day after the business day of receipt if received after business hours on the preceding business day, the first business day after the date sent by courier, express or overnight ("next day delivery") service, or the third business day after the date of the postmark on the envelope if mailed, whichever occurs first.

18.3 Notices to Seller shall be sent to:

CSX Transportation, Inc.
c/o Real Estate and Facilities Management – J180
500 Water Street, 12th Floor
Jacksonville, FL 32202
Attn: Sarah Watson
E-mail: Sarah_Watson@csx.com
Phone: (904) 279-3924

Notices to Buyer shall be sent to:

Town of Sudbury
Attn: Beth Suedmeyer
Flynn Building, 2nd Floor
278 Old Sudbury Rd
Sudbury, MA 01776
Email: suedmeyerb@sudbury.ma.us
Phone: (978) 629-3363

With a copy to:

Sudbury Town Counsel
Lee S. Smith, Esq.
KP Law, P.C.
101 Arch Street, 12th Floor
Boston, MA 02110
Email: lsmith@k-plaw.com
Phone: (617) 654-1809

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18.4 Any party hereto may change its address or designate different or other persons or entities to receive copies by notifying the other party in a manner described in this Section.

19. RULES OF CONSTRUCTION:

19.1 In this Agreement, all singular words shall connote the plural number as well as the singular and vice versa, and the masculine shall include the feminine and the neuter.

19.2 All references herein to particular articles, sections, subsections or clauses are references to articles, sections, subsections or clauses of this Agreement.

19.3 The headings contained herein are solely for convenience of reference and shall not constitute a part of this Agreement nor shall they affect its meaning, construction or effect.

19.4 Each party hereto and its counsel have had the opportunity to review and revise (or request revisions of) this Agreement, and therefore any usual rules of construction requiring that ambiguities are to be resolved against a particular party shall not be applicable in the construction and interpretation of this Agreement or any exhibits hereto or amendments hereof.

19.5 This Agreement shall be governed and construed in accordance with the laws of the state in which the Premises is located, without regard to conflict of law rule.

20. TIME OF ESSENCE: Time shall be considered of the essence both to the Buyer and the Seller for all activities undertaken or required pursuant to this Agreement.

21. TRAIL USE:

If the STB imposes Notice of Intended Trail Use, ("NITU"), conditions on the Premises, the following shall constitute the Interim Trail Use Agreement:

21.1 By Decision and Notice of Interim Trail Use or Abandonment served October 12, 2001 in STB Docket No. AB 565(Sub.-No. IX), and Decision dated December 26, 2019, the Surface Transportation Board ("STB") imposed a one year period for Buyer to negotiate an interim trail use/rail banking agreement with Seller for the Premises.

21.2 Buyer agrees that upon acceptance of a quitclaim deed conveying the Premises to Buyer pursuant to the STB's aforementioned order, Buyer or its designee or assignee shall assume full responsibility for management of the Premises; Buyer shall be responsible for any and all taxes that may be levied or assessed against the Premises after Closing; and Buyer shall assume full responsibility for and will indemnify Seller against any potential legal liability arising out of transfer or use of the Premises pursuant to this Agreement. The provisions of this paragraph shall survive the Closing or termination of this Agreement.

21.3 Buyer acknowledges that the Premises remains subject to the jurisdiction of the STB for purposes of reactivating rail service. As an inducement to Buyer to enter into this Agreement, and in the event action is taken to reactivate rail service on the Premises, Seller agrees to compensate Buyer, or assist Buyer as follows:

A.) In the event the STB, or any other entity of the United States Government compels Seller, its successors or assigns, to reactivate rail service on the Premises, or in the event Seller, its successors or assigns, voluntarily takes steps to reactivate rail service on the Premises by seeking to vacate the Notice of Interim Trail Use

(the "NITU"), and if the STB approves the vacation of the NITU and reactivation of rail service requiring conveyance of the Premises by the Interim Trail Manager to the Seller, then, in such event, Seller, its successors or assigns, shall pay to the Interim Trail Manager at the time of reactivation a sum equivalent to the Purchase Price, plus its documented costs to construct a recreational trail on the Premises, as adjusted by the same percentage of increase reflected in the "Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) (1982-84=100) specified for All Items - United States compiled by the Bureau of Labor Statistics of the United States Department of Labor" ("CPI"), however, in no event shall the amount to be paid to the Interim Trail Manager be less than the purchase price paid hereunder and the documented costs to construct a recreational trail on the Premises. The amount to be paid by Seller to the Interim Trail Manager shall be calculated in accordance with the following:

$(\text{Current Price Index}^*/\text{Base Price Index}^{**}) \times \text{Purchase Price} - \text{Amount paid to Interim Trail Manager}$

* Effective average annual CPI for the most recent year ending prior to reactivation.

** Effective average annual CPI for the year of Closing.

In the event the CPI is converted to a different standard reference base or otherwise revised or changed, the calculation of the adjustment shall be made with the use of such conversion factor, formula or table for converting the CPI as may be published by the Bureau of Labor Statistics or, if said Bureau shall not publish the same, then as reasonably determined by Seller and the Interim Trail Manager.

In the event that rail service is reactivated and reimbursement is required by Seller as set out herein, Buyer shall convey the Premises together with all improvements located thereon to Seller

B.) In the event a party other than Seller, its successors or assigns, seeks to reactivate rail service by petitioning the STB to vacate the NITU, and the STB in consideration of its decision to reactivate requires a letter of concurrence to be provided by Seller, its successors or assigns, supporting the vacation of the NITU and reactivation of rail service by such third party, then Seller, its successors or assigns, covenants and agrees that it shall withhold such letter of concurrence until it has received a letter from the Interim Trail Manager stating the Interim Trail Manager's support for reactivation of rail service and vacation of the NITU, and that the Interim Trail Manager has reached a satisfactory agreement with such third party petitioning for reactivation of rail service for the depreciated value of trail related improvements and compensation for transfer and conveyance of the Premises, provided that such compensation shall not be greater than the fair market value of the Premises at that time.

21.4 This Agreement shall be deemed to be the interim trail use agreement between Buyer and Seller for purposes of 16 U.S.C. 1247(d) and all STB orders relating to same pertaining to the Premises.

21.5 The provisions of this Section 21 shall survive Closing, termination of this Agreement and/or acceptance of the deed by Buyer.

22. Notwithstanding anything set forth herein, Buyer and Seller shall each retain any and all rights and remedies they may have under that certain Settlement Agreement dated as of June 14, 2001 regarding certain disputes arising out of a rail car derailment on the Premises occurring on or about April 13, 2000.

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SIGNATURE PAGE TO FOLLOW


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IN WITNESS WHEREOF, the Buyer has caused this Agreement to be signed the 13 day of August, 2020, in duplicate, each of which shall be considered an original.

WITNESS(ES):


HENRY L. HAYES, JR.
TOWN MANAGER

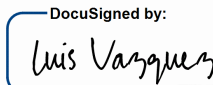
BUYER(S): TOWN OF SUDBURY


Print Name: DANIEL E. CARY
Print Title: Chairman, Board of Selectmen

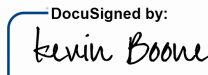
NOTICE OF SELLER'S ACCEPTANCE 8/24/2020

Buyer's Offer to purchase the Premises is accepted by Seller this _____ day of _____, 20__.

WITNESS(ES):

DocuSigned by:

C49BC64D0FC7403...
Luis Vazquez

CSX TRANSPORTATION, INC.

DocuSigned by:

By: _____
F77A3D1C5FC446C...
Print Name: Kevin S. Boone
Print Title: Executive Vice President

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Exhibit A

Map Showing Premises



Map Created By CSX
 Wednesday, July 22, 2020
 Aerial - MA-017-1015814.mxd - V5180



SOUTH SUDBURY INDUSTRIAL TRACK
SITE: MA-017-1015814
MIDDLESEX COUNTY - FRAMINGHAM, MA
N - NORTHERN - FITCHBURG
MILEPOST: QBS 3.40 - QBS 4.80

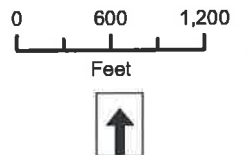


Exhibit B
Minimum Sampling, Soil Management, and Capping Requirements
For Rails-to-Trails Conversion of Rail Corridors

Pursuant to Section 13 above, Buyer Agrees to:

I. Sampling

Surface soils should be sampled as follows (please see attachments for typical sampling layout schematics):

- a. Adjacent to any existing or former buildings, bridges, signals, etc.
- b. At former switch or rail-to-rail crossings, collect a minimum of 3 composite samples. One composite sample should be obtained at the switch or crossing location, with additional composite samples obtained at 50-foot intervals in either directional along the corridor as illustrated in Figure 1. Each composite sample should consist of 5 specimens (i.e., each composite sample will consist of 5 discreet samples that are mixed together and analyzed as a single sample).
- c. Along the remaining rail corridor:

- For corridor less than 0.5-mile long, collect a minimum of 10 composite samples.
- For corridor 0.5 – 0.75 miles long, collect 15 composite samples.
- For corridor 0.75 miles to 1 mile long, collect 20 composite samples. Space the sampling points evenly down corridor, i.e., 20 samples in one mile is one sample about every 250 feet.
- For corridors greater than 1 mile in length, the number of evenly spaced samples to be collected should be calculated as follows:

$$\text{Number of Composite Samples} = 20 + 5x$$

Where x = total corridor length in excess of 1 mile

As an example, given a 4-mile length of corridor, the number of samples to be collected would equal $20+5*3$ or 35 composite samples, which would be spaced approximately every 600 feet.

Each composite sample collected along the corridor should consist of 5 specimens. An illustration of the composite sample configuration for a rail corridor is provided in Figure 2.

- d. Samples should be collected from the upper 6 inches of soil taking into consideration State standards concerning direct exposure.
- e. Samples should be analyzed for arsenic (SW 846 Method 6010B), lead (SW 846 Method 6010B) and PAH (SW 846 Method 8270C SIM). If the corridor was utilized for electric rail, the samples should also be analyzed for PCB's using SW 846 Method 8082, Method 608 or appropriate state test method.

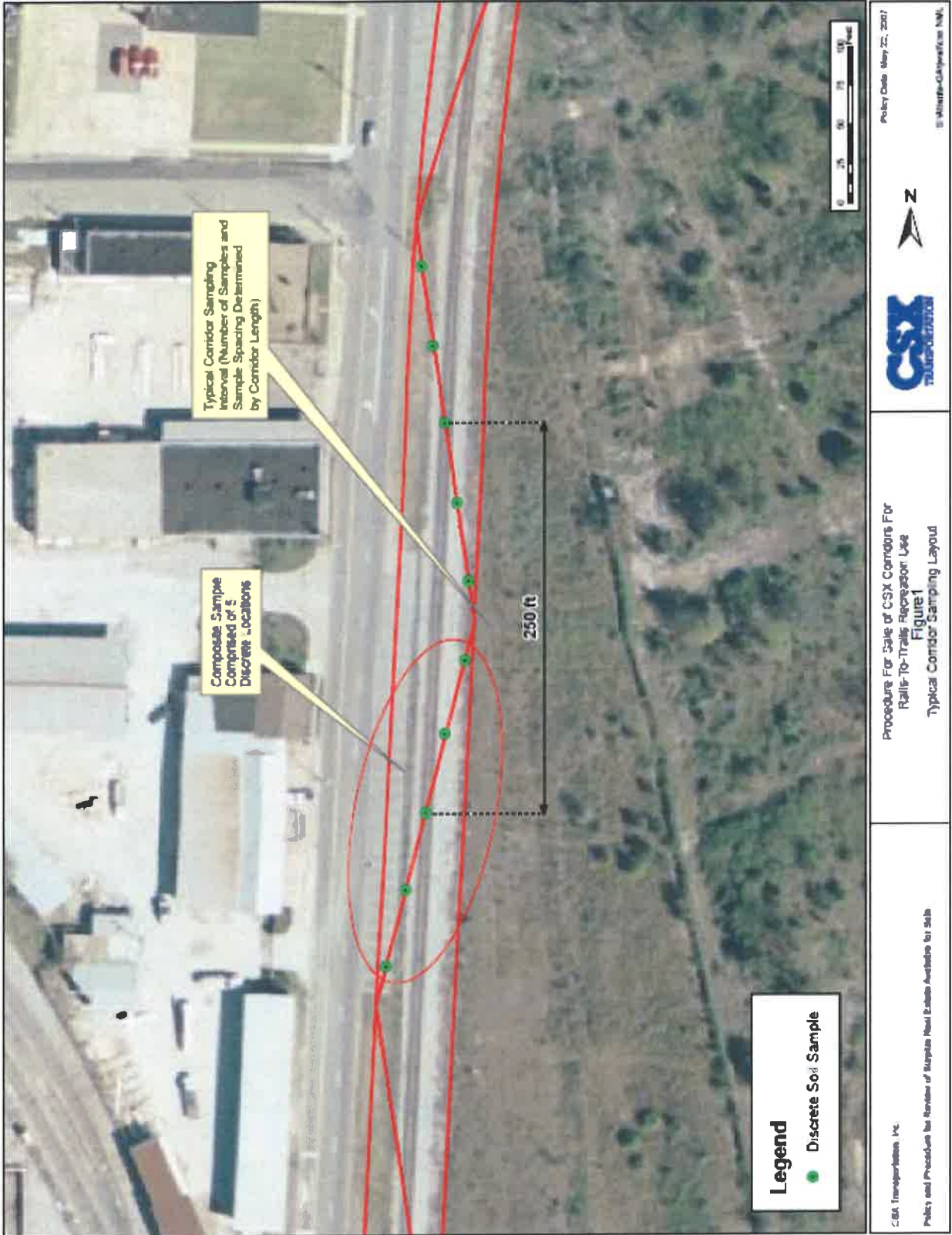
II. Soil Management Plan

The purchase sale agreement shall require Buyer to, prior to construction of a recreational trail on the Premises, provide a written soil management plan prepared by and to implemented under the supervision of a licensed site professional (“LSP”) defining procedures for monitoring the corridor to ensure potential exposure pathways are controlled to reduce risk of exposure to the public to acceptable levels. This plan shall include at a minimum:

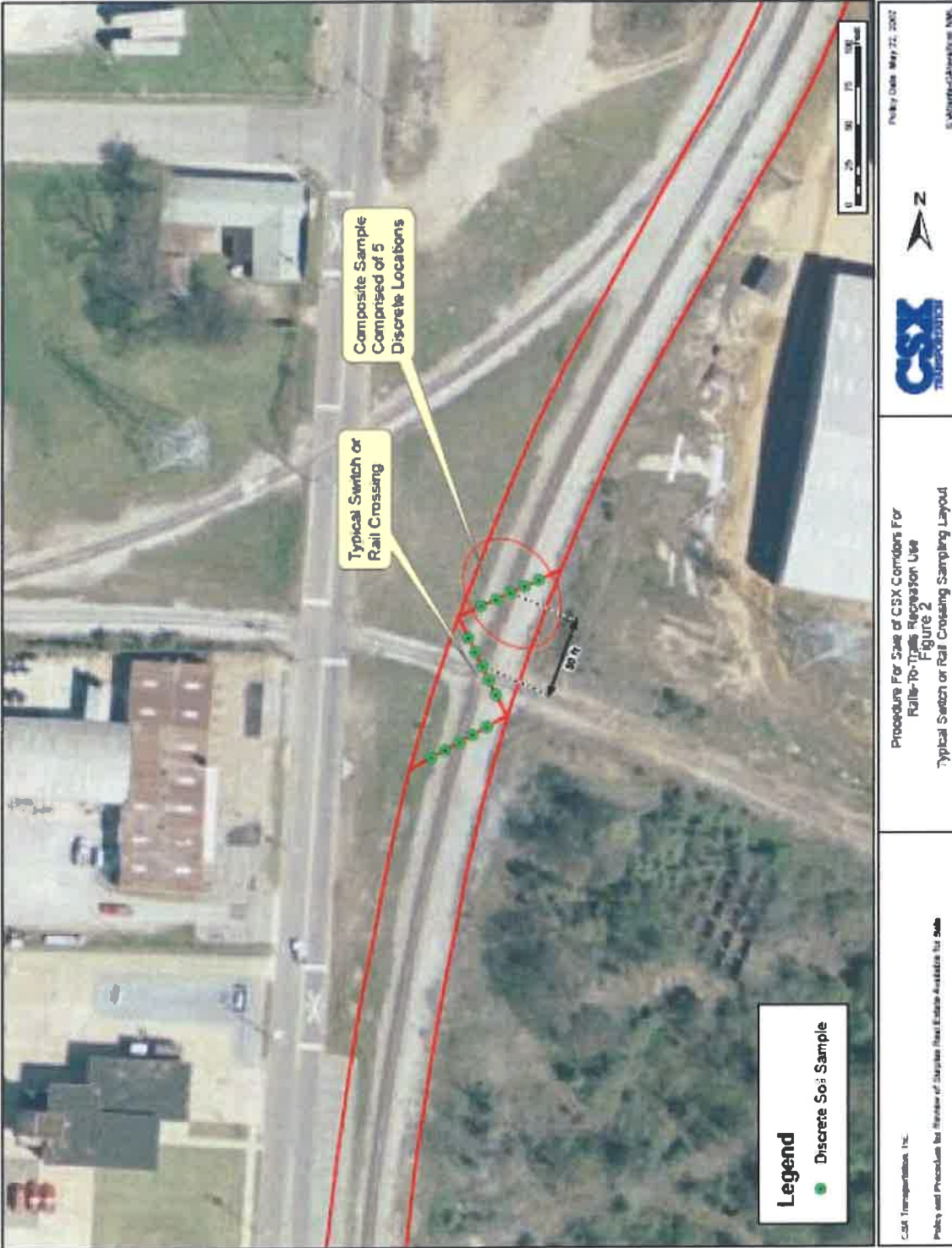
- A site plan clearly showing “capped” vs. “un-capped” areas of the corridor
- A detailed description of the cap thickness and method of construction (i.e. soil, concrete, asphalt, etc.);
- A detailed description of methods and procedures to be utilized to prevent users from accessing uncapped areas of the corridor and potentially contacting site soils. This section should include a discussion of signage or other methods to be utilized to communicate to the public the past industrial use of the corridor and the potential for impacted soils to be present;
- Defined procedures for the testing and management of soil that is excavated as part of a construction project on the property, such as culvert or underground utility installation;
- A discussion of inspection and reporting procedures to document (at least annually) the condition of the cap and to reaffirm that un-capped areas of the site are not being accessed or utilized by the public. The annual inspection report should identify any deficiencies in the cap and document any changes (including updated site plans) or repairs made to the cap during the inspection period, and any other corrective actions warranted to protect the public from exposure to site soils.

III. Capping

If a recreational trail is constructed on the Premises, the rail bed, defined as extending from opposite toes-of-slope of the ballast field, if present, or a minimum of 7 feet on either side of the centerline of the former track, shall be graded and capped with pavement or other suitable material to prevent contact with the surface soil. Subject to the recommendations of an LSP, this cap should have a minimum thickness of one to two feet. Actual cap design should be developed and supervised by an LSP on a project-specific basis taking into account specific requirements of State and Local environmental regulation.



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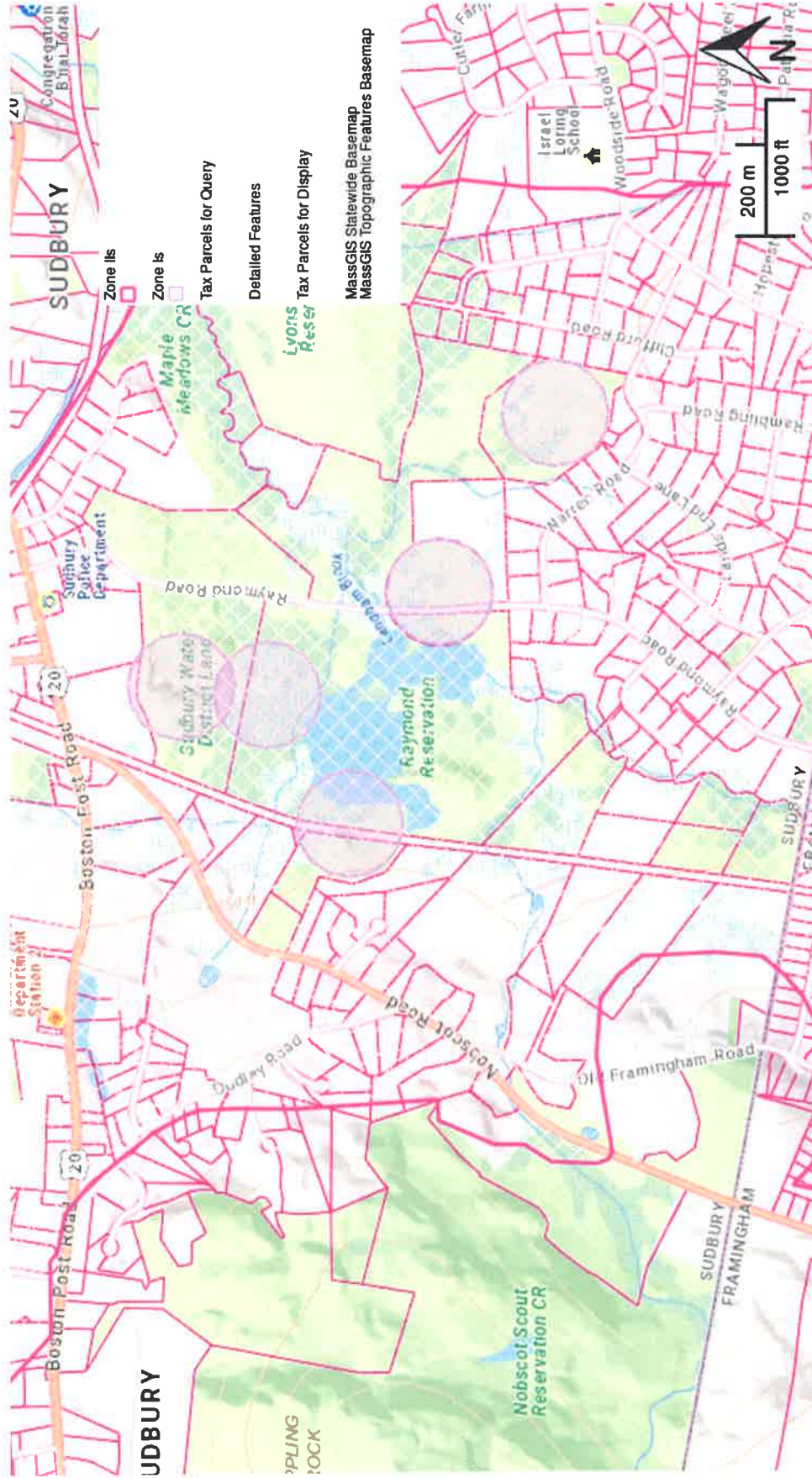


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Exhibit C

Public Water Supply and Water Protection Areas

CSX Corridor Wellhead Protection Areas



Data source: MassGIS