



# Town of Lexington, Massachusetts

OFFICE OF SELECTMEN

DEBORAH N. MAUGER, CHAIRMAN  
PETER C.J. KELLEY  
NORMAN P. COHEN  
HANK MANZ  
JOSEPH N. PATO

TEL: (781) 862-0500 x208  
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September 30, 2013

Stephanie B. Dubanowitz  
Anderson and Kreiger  
One Canal Park, Suite 200  
Cambridge, MA 02141

Re: First Amendment to Purchase and Sale Agreement for 39 Marrett Road

Dear Ms. Dubanowitz:

Enclosed are two (2) original First Amendment to Purchase and Sale Agreement for 39 Marrett signed by the Board of Selectmen at its meeting on September 23 2013.

If you need any further information, please contact me.

Very truly yours,

Lynne A. Pease  
Executive Clerk

lap  
Enclosures (2)  
cc: C. Valente, Town Manager

**FIRST AMENDMENT TO  
PURCHASE AND SALE AGREEMENT**

This FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "Amendment") is made as of the \_\_\_ day of September 2013, by and between the Trustees of the Supreme Council of the Ancient Accepted Scottish Rite of Free Masonry, n/k/a the Trustees of the Supreme Council of the Ancient Accepted Scottish Rite of Free Masonry for the Northern Masonic Jurisdiction of the United States of America (the "Seller"), the Town Lexington, acting by and through its Board of Selectmen (the "Buyer"), and with respect to the Easement, as defined herein, the Scottish Rite Masonic Museum and Library, Inc. (the "SRMML").

WHEREAS, Seller and Buyer entered into that certain Purchase and Sale Agreement dated as of April 30, 2013 (the "Agreement") in connection with the conveyance of that certain land and the improvements located thereon commonly known as 39 Marrett Road Lexington, Massachusetts and as further described in the Agreement (the "Property");

WHEREAS, pursuant to the Agreement, Seller agreed to convey that certain easement as set forth in Paragraph 15 of the Agreement to Buyer (the "Easement");

WHEREAS, in the course of its due diligence of the Property, Buyer discovered that Seller did not hold title to the fee of the parcel on which the Easement will be granted and instead that SRMML holds title to the fee;

WHEREAS, Buyer has requested and Seller has agreed to amend the Agreement to provide that SRMML will grant the Easement; and

WHEREAS, the parties also wish to change the Closing Date under the Agreement from November 30, 2013 to December 3, 2013.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Closing Date. The time for closing is changed from November 30, 2013 to December 3, 2013.
2. Easement. Paragraph 15 of the Agreement is hereby amended by adding the following sentences:

"The parcel on which the Easement will be granted (Lot A1 as shown on Plan 426 of 2013 recorded with the Middlesex South Registry of Deeds) is owned by the Scottish Right Masonic Museum and Library, Inc., a Massachusetts corporation. The Scottish Right Masonic Museum and Library, Inc. agrees to grant the Easement as provided for in and under the terms of this Paragraph 15."

3. Counterparts. This Amendment may be executed by facsimile and in multiple counterparts which, when taken together, shall constitute one instrument.

4. Ratification. Except as amended hereby, the Agreement shall be, and hereby is, ratified, confirmed and approved and shall remain in full force and effect in accordance with its terms. Defined terms that are not specifically defined herein shall have the meanings ascribed to them under the Agreement.

[Signatures to appear on next page.]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment under seal as of the date first above written.

**SELLER**

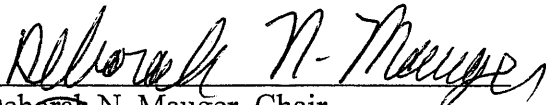
**Trustees of the Supreme Council of the Ancient Accepted Scottish Rite of Free Masonry, n/k/a the Trustees of the Supreme Council of the Ancient Accepted Scottish Rite of Free Masonry for the Northern Masonic Jurisdiction of the United States of America**

By: \_\_\_\_\_  
Name:  
Its: President

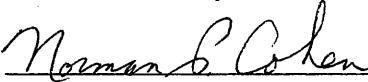
By: \_\_\_\_\_  
Name:  
Its: Treasurer


**BUYER**

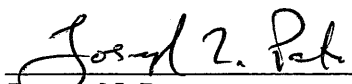
**Town Lexington  
Board of Selectmen**

  
\_\_\_\_\_  
Deborah N. Mauger, Chair

  
\_\_\_\_\_  
Peter C. J. Kelley

  
\_\_\_\_\_  
Norman P. Cohen

  
\_\_\_\_\_  
Hank Manz

  
\_\_\_\_\_  
Joseph N. Pato

**With respect to Paragraph 15 herein:**

**Scottish Rite Masonic Museum and Library,  
Inc.**

By: \_\_\_\_\_  
Name:  
Its: President

By: \_\_\_\_\_  
Name:  
Its: Treasurer