

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

TOWN OF WESTFORD

NOTICE OF ASSIGNMENT OF CHAPTER 61B
OPTION TO PURCHASE REAL PROPERTY
AT 64 MAIN STREET, WESTFORD, MA

WHEREAS, Arthur M. Agnew, III, Hamilton K. Agnew and Robert B. McNitt, Jr., as all of the heirs and personal representatives of the Estate of Mary D. Agnew ("Owners") are the record owners of the land with the buildings and improvements thereon now known as and numbered 64 Main Street, Westford, Middlesex County, Massachusetts, and shown on Town of Westford Assessors Maps as Parcel ID 02600920000, comprised of approximately 26.44 acres of land, more or less, being the portion of the premises described in the deed to Mary D. Agnew, recorded with the Middlesex North Registry of Deeds in Book 1770, Page 267, shown as Parcel "B" on the plan filed with said Registry at Plan Book 108, Page 104, together with Owners' rights in the thirty (30) foot right of way shown on said Plan and reserved in the Deed from Mary D. Agnew to L. Grey Perry and Nancy S. Perry of Parcel A on said Plan, dated May 8, 1969, recorded with said Registry at Book 1884, Page 185 (the "Property"); and

WHEREAS, upon application by the Owners, the Property has been classified and taxed by the Board of Assessors of the Town of Westford as recreational land under General Laws Chapter 61B as amended ("Chapter 61B") and said Board of Assessors has recorded a statement of lien under said Chapter 61B, dated June 20, 1986 with said Registry in Book 3594, Page 90; and

WHEREAS, the land has not been removed from classification under Chapter 61B; and

WHEREAS, the Owners by their attorney Richard H. Murphy, Jr., sent a notice of intent to sell said Property for residential use, dated February 13, 2014 and received by the Board of Selectmen on February 14, 2014, a copy of which is attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, the offer to purchase said Property is for monetary consideration of Seven Hundred Thousand (\$700,000.00) Dollars as set forth in the Purchase and Sale Agreement that accompanied said notice of intent; and

WHEREAS, at a duly called public hearing of the Board of Selectmen of the Town of Westford held on June 10, 2014, it was voted to assign to Westford Conservation Trust, Inc., a Massachusetts non-profit conservation organization having an address of 10 Chamberlain Road, Westford, MA 01886, the first refusal option of the Town to purchase said property pursuant to Section 9 of Chapter 61B for the purpose of maintaining Seventy (70%) of said land in use as forest land as defined in Section 1 of General Laws Chapter 61, as agricultural and horticultural land as defined in Sections 1 and 2 of General Laws Chapter 61A or as recreational land as defined in Section 1 of Chapter 61B, under the terms and conditions set forth in Exhibit B TERMS AND CONDITIONS OF ASSIGNMENT attached hereto and incorporated herein.

NOW, THEREFORE, the Owners are hereby notified that the Board of Selectmen of the Town of Westford, duly elected, qualified and acting as such, on behalf of the Town and in accordance with the provisions of Section 9 of Chapter 61B, and of any and every power and authority as hereunto in any way enabling do hereby exercise its statutory option to assign and do so assign the Town of Westford's option to purchase the above-described Property to Westford Conservation Trust, Inc.

IN WITNESS WHEREOF, we, the duly elected and qualified Selectmen of the Town of Westford, have hereunto set our hands this ____ day of _____, 2014.

TOWN OF WESTFORD
BOARD OF SELECTMEN

, Chairman

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS. _____, 2014

On this _____ day of June, 2014, personally appeared the above-named _____,
Chairman or Member(s) of the Westford Board of Selectmen, proved to me through satisfactory evidence of identification, which was _____, to be the person(s) whose name is signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose.

Name:
Notary Public
My commission expires:

ACCEPTANCE OF ASSIGNMENT
OF CHAPTER 61B OPTION TO PURCHASE REAL PROPERTY
AT 64 MAIN STRET, WESTFORD, MA

The foregoing Assignment of Chapter 61B Option to Purchase Real Property is hereby accepted under the terms and conditions attached to said Assignment as Exhibit B.

IN WITNESS WHEREOF, we, the duly authorized officers of Westford Conservation Trust, Inc., a Massachusetts nonprofit conservation organization, have hereunto set our hands this ____ day of _____, 2014.

WESTFORD CONSERVATION TRUST, INC.

Marian C. Harman, President

Mark Tincknell, Treasurer

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS. _____, 2014

On this _____ day of June, 2014, personally appeared the above-named Marian C. Harman, President, and Mark Tincknell, Treasurer, of Westford Conservation Trust, Inc., proved to me through satisfactory evidence of identification, which was _____, to be the person(s) whose name is signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose.

Name:
Notary Public
My commission expires:

EXHIBIT A

NOTICE OF INTENT TO SELL PURSUANT TO G.L. CHAPTER 61B

EXHIBIT B

TERMS AND CONDITIONS OF ASSIGNMENT

- (1) Westford Conservation Trust, Inc. ("WCT") shall Grant to a permanent conservation restriction ("CR") as defined by G.L. c.184, §31, meeting the requirements of G.L. c.184, §§31-32 on all of the Property other than a lot or four (4) acres ± to be created at the southeasterly end of the Property to be reserved by WCT for sale (said CR area being the "CR Parcel"), which CR Parcel shall include at least 70% of the Property as required by G.L. c.61B, §9. The CR may be granted to the Town acting by its Conservation Commission under G.L. c.40, §8C or to a separate conservation organization or to the Commonwealth. This obligation may also be satisfied by a grant to the Town for conservation and open space purposes, acting by its Conservation Commission under G.L. c.40, §8C, of the fee ownership interest in the CR Parcel subject to a CR to be reserved by WCT on said CR Parcel.
- (2) WCT shall grant a restriction enforceable for at least 99 years precluding the division of the Property into more than two lots, one being the 4-acre ± lot and one being the CR Parcel, and restricting the 4-acre± lot to the development of not more than one single-family home, which could be the existing home or a replacement. This restriction may be incorporated in the CR, which in that case would cover the entire Property with a defined building envelope for the 4-acre ± lot, or may be a separate restriction grant to the Town acting by its Conservation Commission under G.L. c.40, §8C.
- (3) The CR shall provide for an easement to the grantee of the CR for access by the grantee for the purpose of maintaining the existing Tom Paul Trail in its current location, and for non-vehicular (other than handicapped-accessibility vehicles) access by the general public over the Tom Paul Trail, in accordance with the rules set by the CR holder.
- (4) WCT shall, in accordance with G.L. c.61B, on or before June 12, 2014, being within the statutory 120-day period from the day following the latest date of deposit in the United States mail of the notice of intent to sell said Property for residential use, dated February 13, 2014, mail by certified mail to the Owners and record a notice of exercise of option. WCT's notice to the Owners shall be accompanied by a proposed purchase and sale contract or other agreement between WCT and the Owners, which shall not differ in any material way from the purchase and sale agreement attached to said February 13, 2013 notice of intent to sell, except as to the 90-day closing date allowable under G.L. c.61B, §9, which, if executed, shall be fulfilled within a period of not more than 90 days after the date the contract or agreement, endorsed by the Owners, is returned by certified mail to WCT.
- (5) If the Owners do not execute the purchase and sale agreement sent to the Owners by WCT or if he purchase and sale agreement is executed, do not fulfill the Owners' obligations under said purchase and sale agreement, WCT shall undertake such legal action, including without limitation a complaint against the Owners seeking specific

performance of the Owners' obligation to sell the Property to WCT under the provisions of G.L. c.61B, §9.