

**NARRATIVE APPRAISAL REPORT**

**&**

**VALUATION ANALYSIS**

**PROPERTY**

66 68 Boston Road  
Westford, Massachusetts  
8.97 Acres of Agricultural Land w/  
Farmstand

**DATE OF VALUATION**

September 17, 2014

**PREPARED FOR**

Chris Kluchman, AICP  
Director of Land Use Management  
Town of Westford  
55 Main Street  
Westford, MA 01886

**PREPARED BY**

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September 18, 2014

Chris Kluchman, AICP  
Director of Land Use Management  
Town of Westford  
55 Main Street  
Westford, MA 01886

RE: 66 68 Boston Road  
Westford, Massachusetts  
8.97 Acres of Agricultural Land w/  
Farmstand

Dear Ms. Kluchman:

In response to your request, as outlined in the letter of engagement dated August 5, 2014, we are pleased to transmit the appraisal report detailing our estimate of the market value of the fee simple interest in the above referenced property.

The subject of this report is 8.97 acres of land located on the northwest side of Boston Road in Westford just west of I-495, improved with a farmstand/country store and greenhouses. The land is zoned Residence A and is affected by 3 agricultural preservation restrictions (APR) placed on the property in 1998-99.

We have been asked to estimate the market value of the fee simple interest in the subject property. The value opinion is qualified by certain definitions, limiting conditions and certifications presented in detail in the appraisal report. This report has been prepared for your exclusive use. It may not be distributed to or relied upon by other persons or entities without our written permission.

As a result of our analysis we have formed an opinion that the market value of the fee simple interest in the subject property, subject to the definitions, limiting conditions, and certifications set forth in the attached report, as of September 17, 2014, is:

**SEVEN HUNDRED TWENTY FIVE THOUSAND (\$725,000) DOLLARS**

This letter must remain attached to the report, which contains 24 pages plus related exhibits, in order for the value opinion set forth to be considered valid.

Respectfully submitted,



Christopher H. Bowler, MAI, SRA  
Massachusetts Certified General  
Real Estate Appraiser #495



Jonathan H. Avery, MAI, CRE  
Massachusetts Certified General  
Real Estate Appraiser #26

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## **SUMMARY OF IMPORTANT FACTS AND CONCLUSIONS**

**PROPERTY ADDRESS:** 66 68 Boston Road  
Westford, Massachusetts

**OWNER OF RECORD:** Thomas Goddard, Trustee of Goddard Family Trust

**DATE OF VALUE ESTIMATE:** September 17, 2014

**TOTAL LAND AREA:**

Map 22 Parcel 116	2.00 acres
Map 22 Parcel 115	6.97 acres
<b>Total</b>	<b>8.97 acres</b>

**EXISTING IMPROVEMENTS:** A wood frame, 5,176 sq ft farmstand building;  
an attached greenhouse, and two long ‘hoop’  
greenhouses to the rear of the main building.

**ZONING:** Residence A, 40,000 sf minimum lot size/200’  
minimum frontage.

**HIGHEST AND BEST USE:** Continued agricultural/farmstand use in accordance  
with existing zoning and the 3 APR’s that encumber  
the property.

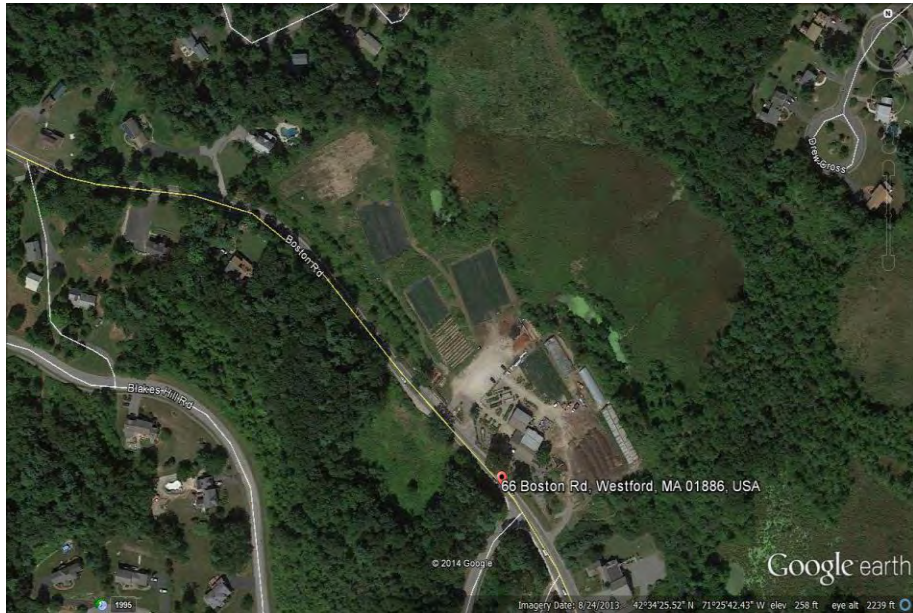
**VALUE ESTIMATE:** **\$725,000**

**APPRAISED BY:** Christopher H. Bowler, MAI, SRA  
Jonathan H. Avery, MAI, CRE  
Avery Associates  
Post Office Box 834  
282 Central Street  
Acton, MA 01720

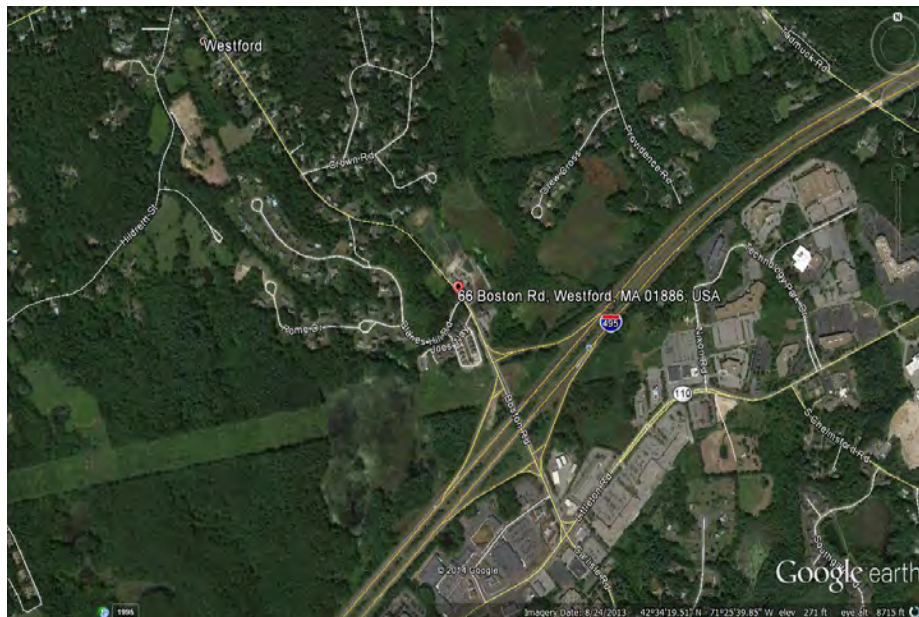


## **SUBJECT PROPERTY PHOTOGRAPHS**

66 68 Boston Road  
Westford, Massachusetts



**Aerial Photo of Subject Provided by Mass GIS/Google Earth Dated August 13, 2013.**



**Additional Aerial Photo of Subject and Surrounding Area Taken from a Higher Elevation.**

**SUBJECT PROPERTY PHOTOGRAPHS**

66 68 Boston Road  
Westford, Massachusetts  
Taken by C.H. Bowler (9/14/2014)



**View Looking Northerly at the Central Portion of the Subject Land. Photo Taken from Boston Road.**



**View Looking NE at the Parking Area for the Farmstand on Site and the East-Central Portion of the Property. Photo Taken from Boston Road.**



**SUBJECT PROPERTY PHOTOGRAPHS**

66 68 Boston Road  
Westford, Massachusetts  
Taken by C.H. Bowler (9/14/2014)



**View Looking Easterly at the Main Building in the Eastern Portion of the Land.**



**Street Scene Looking SE Along Boston Road.**

**SUBJECT PROPERTY PHOTOGRAPHS**

66 68 Boston Road  
Westford, Massachusetts  
Taken by C.H. Bowler (9/14/2014)



**View Looking Southerly at the Rear Portion of the Main Building on Site and the Outdoor Retail Area.**



**Street Scene Looking NW Along Boston Road.**

## **NARRATIVE APPRAISAL REPORT**

**PURPOSE OF THE APPRAISAL:** The purpose of this appraisal is to estimate the market value of the fee simple interest in the subject property, as of September 17, 2014. In estimating this value it has been necessary to make a careful physical inspection of the property, a review of existing zoning by-law and the 3 APR documents that affect the subject property, and an analysis of current market conditions and how they relate to the subject property.

The definition of market value and fee simple can be found in the Addenda section to this report.

**CLIENT:** Town of Westford.

**INTENDED USE OF REPORT:** This appraisal is intended to assist the client in determining the market value of the subject as part of a right of first refusal clause in a Purchase & Sale Agreement that currently affects the property.

**INTENDED USER:** Town of Westford.

**INTEREST VALUE:** Fee Simple.

**DATE OF VALUATION:** The effective date of valuation of this appraisal is September 17, 2014, which is the most recent date of inspection of the property. All data, analysis, and conclusions are based upon facts in existence as of the date of valuation.

**DATE OF REPORT:** September 18, 2014.

**SCOPE OF THE APPRAISAL:** Christopher H. Bowler, MAI, SRA inspected the subject property on three occasions, most recently September 17, 2014. Mr. Bowler inspected all areas of the 8.97 acre property and the buildings on site. Jonathan H. Avery, MAI, SRA personally inspected the property. Photographs of the property were taken on a 9/14/14 inspection.

In addition to the inspections, Mr. Bowler:

- Reviewed copies of the 3 Agricultural Preservation Restriction documents that affect the subject property, obtained at the Middlesex North Registry of Deeds.
- Reviewed the purchase & sale agreement document that affects the subject property provided by the Town of Westford.
- Discussed the subject property and pending sale of the property with current owner Thomas Goddard.
- Reviewed a zoning analysis of the subject property prepared by Town Planner Jeffrey Morrisette, dated June 12, 2014.
- Reviewed the *Zoning ByLaw* and *Rules & Regulations Governing the Subdivision of Land* in Westford.

- Obtained additional information regarding the property from the Westford Assessor's Department, the Building Department, and the Middlesex North Registry of Deeds.
- Gathered information on comparable farmstand property sales and agricultural land sales in the region.
- Confirmed and analyzed the data and utilized a Sales Comparison Analysis in order to estimate the market value of the subject.

## **DESCRIPTION OF REAL ESTATE APPRAISED**

**LEGAL DESCRIPTION** - The subject of this report is 8.97 acres of land located on the northwest side of Boston Road in Westford just west of I-495, improved with a farmstand/country store and greenhouses. The land is zoned Residence A and is affected by 3 agricultural preservation restrictions (APR) placed on the property in 1998-99.

The following is the address, Assessor's and legal references for the subject:

<u>Address</u>	<u>Map</u>	<u>Parcel</u>	<u>Owner of Record</u>	<u>Size of Parcel (ac)</u>	<u>Legal Ref. (Bk/Pg)</u>
66 Boston Road, Westford	22	116	Thomas Goddard, Trustee of Goddard Family Trust	2.00	11422/170
Boston Road, Westford	22	115	Thomas Goddard, Trustee of Goddard Family Trust	6.97	11422/170
<b>Total</b>				<b>8.97</b>	

The current owner of the subject property acquired it from Keith A. Bohne and Nanci Bohne on March 9, 2001, for a consideration of \$750,000. This sale is recorded in the Middlesex North Registry of Deeds in Book 11422 Page 170.

The subject is also shown as APR 1, APR 2, and APR 3 on a plan recorded in Plan Book 194 Plan 7 at the aforementioned registry of deeds.

A copy of the deed and plan listed above can be found in the Addenda to this report.

**Purchase & Sale Agreement** –The subject property is affected by a Purchase & Sale Agreement dated June 11, 2014. Thomas Goddard, Trust of Goddard Family Trust has agreed to sell and Robert Zwicker of Whatever it Takes, LLC has agreed to buy the subject property for \$735,000. In addition to the real estate, this purchase also includes all stock, inventory, computers, furniture, fixtures, equipment, appliances, greenhouses and any licenses or certifications associated with the former or present use of the property as a store and farm stand.

**Rental Agreements** –The subject property is currently rented to Nancy Morton for \$2,500 per month, on fully net terms, on a month to month, tenant at will basis.

**Agricultural Preservation Restrictions** –The property is affected by three APR's recorded at the registry of deeds in the following book/pages on the following dates:

APR1	Book 9155 Page 157	March 26, 1998
APR 2	Book 9155 Page 170	March 26, 1998
APR 3	Book 10124 Page 169	May 5, 1999



Excerpts of each can be found in the Addenda to this report.

The restrictions prohibit new, non agriculturally related development on the land. No housing or any permanent structures are allowed on the APR 1 and APR 2 portion of the land as shown on the above referenced plan. Temporary structures related to agricultural uses on site are allowed on APR 1 and APR 2.

On the APR 3 portion of the land, the existing farmstand operation and buildings are allowed, as is their continued maintenance and even expansion as allowed under zoning. Permanent agriculturally related structures are allowed on this 124,000+/- sq ft section of the land provided they conform to zoning and are related to agricultural uses of the land. No housing or non agricultural related structures are allowed on the APR 3 portion of the land.

**TAXES AND ASSESSMENT** – The subject property is currently assessed and the following is the scheduled tax burden for FY 2014:

<u>Address</u>	<u>Map</u>	<u>Parcel</u>	<u>Size of Parcel (ac)</u>	<u>FY 2014 Assessment</u>	<u>FY 2014 Tax Rate</u>	<u>FY 2014 Taxes</u>
66 Boston Road, Westford	22	116	2.00	\$ 717,300	\$ 16.83	\$12,072.16
Boston Road, Westford	22	115	6.97	\$ 13,900	\$ 16.83	\$ 233.94
			<b>8.97</b>	<b>\$ 731,200</b>		<b>\$12,306.10</b>

However, per the town assessor, a small business deduction allowance reduced the tax burden in FY 2014 for Parcel 116 to \$10,963.80 and the amount for Parcel 115 is \$240.96, bringing the total tax bill to \$11,204.76.

Based upon the estimated value of the subject property from this analysis, it is our opinion that the current assessment is reasonable.

**LOCATION DESCRIPTION - Town** - The subject property is located in the Middlesex County community of Westford. Surrounding towns are Littleton and Groton to the west; Tyngsborough to the north; Chelmsford to the east; Carlisle and Acton to the south. Westford is 23 miles northwest of Boston and 35 miles northeast of Worcester. Its population per the 2010 US Census was 21,951, up 5.76% from the 2000 figure.

Once an agricultural and mill community, Westford has rapidly developed over the last 30-40 years, into a desirable suburban bedroom community. Beginning in the 1970's, with its location on I-495 and near the Route 3 intersection, Westford began to attract high-tech firms from the close in suburbs along Route 128. Starting in the 1990's, major companies such as Red Hat, Verizon, Puma, and Samsung chose Westford to locate major operations. Coupled with a booming economy the residential growth soared in the 1990's in Westford as well.

With influx in population, there has also been a growth in commercial development, particularly along the Route 110 corridor, both north and south of the Boston Road intersection. This section of Westford now contains 4 large retail plazas, numerous national chain restaurants, regional banks and national pharmacy stores.

Residents are attracted to the town because of its convenient location at the intersection of two of the State's busiest highways, (I-495 and Route 3), an excellent school system, a rural character, and diverse housing stock.

The character of Westford has been transformed over the past two decades from an affordable, middle class town, into a relatively affluent, 'white collar' community, home to many of the areas corporate executives.

**Economic & Market Conditions:** When completing an appraisal of real property it is necessary to have a proper perspective of economic conditions as of the date of valuation. Economic conditions play a significant role in the price paid for real estate at any given time.

As the third quarter of 2014 moves to a close, the economy continues to slowly improve from the depths of the last recession in 2009. General economic conditions suggest slow economic growth, moderate job creation, a healthy housing market aided by low mortgage rates, a fairly strong stock market that is up over 8% for the year in terms of the S&P 500 index, and consumer confidence levels that suggest the American consumer is gaining confidence in the country's economic health.

We look at several key economic indicators to measure the health of the economy as of the date of valuation:



**ECONOMIC GROWTH (growth in the U.S. GDP)**

	<b>Annualized Growth Rate</b>
2014 Q2	4.2%
2014 Q1	-2.1%
2013 Annual	2.7%
2012 Annual	2.0%
2011 Annual	1.8%
2010 Annual	3.0%
2009 Annual	-2.4%

(Gross Domestic Product is the total market value of the goods and services produced by a nation's economy during a specific period of time).

**EMPLOYMENT/UNEMPLOYMENT**

	<b>Town of <u>Westford</u></b>	<b>Middlesex <u>County</u></b>	<b>Mass <u>Mass</u></b>	<b>U.S. <u>U.S.</u></b>
Most Recent Month	4.8%	4.9%	5.6%	6.1%
	<b>New Jobs <u>Created</u></b>	<b>Unempl. <u>Rate</u></b>		
<b><u>United States</u></b>				
Last Mos.; Aug 2014	142,000	6.1%		
Average Last 12 Mos.	214,750	6.6%		

**STOCK MKT, COMMODITY & INTEREST RATE TRENDS**

	<b>Beginning Price <u>1-Jan-14</u></b>	<b>Closing Price <u>17-Sep-14</u></b>	<b>Change Since <u>1/1/2014</u></b>	<b>S &amp; P 500 Annual Returns</b>
Dow Jones Industrial	16,577	17,158	3.51%	2013 +29.6%
S&P 500	1,848	2,002	8.31%	2012 +13.4%
London Gold \$ fix/oz	1,202	1,237	2.89%	2011 -.003%
Crude Oil \$ per barrel	98.42	94.40	-4.08%	2010 +12.8%
				2009 +23.5%
10 Year Treasury	3.03%	2.62%	-13.53%	2008 -38.5%

**CONSUMER CONFIDENCE**

Source: Conference Board

<b>2014</b>	Aug-14	92.4	
<b>2013</b>	Aug-13	81.8	
<b>2012</b>	Aug-12	61.3	
<b>2011</b>	Aug-11	45.2	
<b>2010</b>	Aug-10	48.5	
<b>2009</b>	Aug-09	46.6	
<b>2008</b>	Aug-08	51.8	
<b>2007</b>	Aug-07	111.9	(1985=100)

**CASE-SHILLER HOME PRICE INDEX**

		<b>Greater Boston</b>	<b>1 Year <u>Change</u></b>	<b>Change Since <u>Low/Peak</u></b>
<b>Current</b>	Jun-14	176.3	7.0%	-----
<b>1 Year Earlier</b>	Jun-13	164.8	-----	-----
<b>Low this Cycle</b>	Mar-09	145.8	-----	20.88%
<b>Peak this Cycle</b>	Sep-05	182.5	-----	-3.38%

In terms of the **GDP**, the most recent figures released for the U.S. economy show an annualized growth rate in the 2<sup>nd</sup> quarter of 2014 of 4.2%, a solid rebound from the 1<sup>st</sup> quarter figure of negative 2.1%. The negative figure in the first quarter was attributed the terrible weather experienced nationwide this past winter. The rebound in the 2<sup>nd</sup> quarter has been attributed to the pent up demand being satisfied from Q1. Annualized growth rates of 3.5%+ are needed to provide a substantial boost to the economy that would result in significant job growth and the past quarter is a solid start. In Massachusetts economic growth has been better, with a 4.9% annualized growth rate for the 2<sup>nd</sup> quarter of 2014 following a slight decline of 0.3% in Q1.

As with the GDP figures, the **employment figures** are showing moderate growth, although last month took a step backwards. The last 12 months have included 9 months in which new jobs created were north of the 200,000 mark. However, typically, post-recession job growth exceeding 300,000 per month is common. The average over the past 12 months is 214,750 per month. Most economists indicate that job growth in the vicinity of 150,000 per month is needed just to keep up with population growth. So while employment gains are positive, the gains have not been enough to substantially boost the economy. After the 1981-82 recession, for example, the economy added more jobs in the next two years that at any time in the modern era. Monthly job growth topped 400,000 four times during that recovery. And this was at a time when the overall population in the country was 230+/- million versus the current 320+/- million.

The **stock market** in 2013 posted some of the biggest gains in history. The S&P 500 increased nearly 30%. This was after a 2012 that saw gains exceeding 13%. Indeed the stock market, aided by low interest rates and the Federal Reserves bond buyback program has been a strong positive to the economy. 2014 got off to a slower start, but is now up 8.3% for the year according to the S&P 500 Index.

The **consumer confidence** data shown above portrays the ups and downs of the economy over the past 6+ years. The index data is shown for August of each of the past 8 years. The most recent figure of 92.4 is the 4<sup>th</sup> straight monthly increase after a decrease in April. Per the Conference Board a reading above 90 translates into an economy on solid footing while a reading above 100 reflects strong economic growth. So with a current reading at 92.4 the U.S. Consumer is beginning to feel more positive about economic conditions. The 92.4 reading is the highest seen since early 2008.

The **housing market** in Massachusetts has stabilized from the severe downturn that took place between the 3<sup>rd</sup> quarter of 2005 and the end of 2008 and for the past two years has shown signs of surging back to the levels of the peak market of 2003-2005. During the 2005-2008 period, by several measures, prices dropped approximately 15-25% in Greater Boston. Since the 2<sup>nd</sup> quarter of 2009 the market has stabilized, but is not yet back to the price level, or sales volume that was seen in 2004 and 2005. An index considered reliable by most is the Case-Shiller Home Price Index. This data includes only repeat sales of homes. The most recent data from the Case-Shiller Home Price Index listed on the previous page indicates that we are up 7% in terms of pricing from one year ago, and up 20.28% since the low reached in March of 2009. However, the market is still below the levels reach in September of 2005. Per this index, home prices in the Boston metropolitan area are still down 3.38% from the peak reached in September of 2005.

Based upon a review of this index as well as a review of sales activity, we have used a +6% annualized time adjustment applied to the comparable sales used later in this report.

**Agricultural Land Market Trends** The demand for organic and locally grown food has greatly aided the local farmer over the past 5-7 years. The effect on the market for agricultural land in the region has been an increase in demand and rising prices.

Unlike the residential and commercial property markets, there are no price indices that track the value of agricultural land. But in talking with area brokers, farmers, and observing trends, it is evident that prices for farmland in the area have been on the increase during the past 5 years. Consider the sale/re-sale of Lot 5 Haynes Road in Sudbury, presented later in this report. Purchased in April of 2006 for a total of \$450,000, it sold 88 months later in July of 2013 for \$1,000,000, which translates into an annual appreciation rate of over 13%. Some of this increase was due to improvements in the structures on site and irrigation. But the majority of the increase can be attributed to positive conditions for agricultural land in the region.

**CONCLUSIONS:** We draw the following conclusions from a review of the data presented above and a review of market activity:

- As of the date of valuation, the economy is stable and growing, albeit at a tepid pace. Job growth has been steady and consumer confidence is growing.
- The market for agricultural land has been, and continues to be positive. While the prime market for agricultural land in Massachusetts is the Connecticut River valley in Western Massachusetts, there remains good demand for agricultural land in the Middlesex County area as well.
- Barring a major economic downturn, market conditions are expected to be strong through 2014 and 2015 in the subject market and Massachusetts.

Each of these factors has been taken into consideration with the valuation of the subject property.

***Neighborhood*** - The subject property is located on the northwest side of Boston Road in the southern portion of Westford. Access to I-495 is 0.25 miles to the east. Westford Center is 0.9 miles to the northwest. The Route 110/Boston Road intersection, the main commercial corridor in Westford, is 0.5 miles to the southeast.

MassHighway last estimated the daily traffic count in front of the subject at 17,000 vehicles per day in 2006. With the development that has occurred in the immediate area since, that figure is likely to have risen substantially since.

The immediate area around the subject, from I-495 to the southeast, to Westford Center to the northwest, is generally residential and open space in nature. Across Boston Road from the subject is the 35 home *Blakes Hill* development which features 3,500+/- sq ft homes constructed in the 1990s that are now selling in the \$780,000 to \$900,000 range. Just east of *Blakes Hill* is a newer development; the 20 unit *Cottages in the Woods* affordable housing complex that features all affordable units and is a joint venture between the Town of Westford and private developers.

Further west off of Boston Road are two larger single family neighborhoods constructed in the 1960's and 1980's. Abutting the subject to the east is a local real estate office. This property features a converted antique farmhouse and barn into offices. Abutting the subject to the north are wetlands conservation tracts. Abutting to the west is the 1960's era Kings Pine neighborhood featuring modest ranch style homes selling in the \$400,000 price range.

Heading east along Boston Road from the subject one enters the busy and continually growing commercial district at the intersection with Littleton Road. This district features 4 large shopping centers, including the recently completed 225,000 sq ft Cornerstone Square, several national chain restaurants, three extended stay hotels, two national pharmacy chains and two major office parks on the north and south perimeter of the district.

The location of the subject property is a strong positive factor affecting its value as a commercial farmstand and agricultural property. It is located on a busy roadway near a major highway and commercial district, but is distant enough to be within an area of open space and residential neighborhoods.

**PROPERTY DESCRIPTION:** The subject of this report is 8.97 acres of land located on the northwest side of Boston Road in Westford just west of I-495, improved with a farmstand/country store and greenhouses. The land is zoned Residence A and is affected by 3 agricultural preservation restrictions (APR) placed on the property in 1998-99.

The following are additional details for the property:

## Land

<b>Land Area</b>	8.97 acres.
<b>Frontage</b>	1133.82 feet on Boston Road.
<b>Shape</b>	Generally rectangular.
<b>Topography</b>	Gentle to moderate slopes. Along the frontage, elevations range from 293 feet above sea level at its western most point; to 268' at its easternmost point; The 265' at the center of the land; to 246-254' along the rear boundary line where there are wetlands. In the SE section of the land where the improvements are located, elevations range from 263-268'.
<b>Flood Zone</b>	The subject is not located within a designated flood hazard zone per FEMA Panel #250 17C 233F dated July 7, 2014.
<b>Wetlands</b>	Based upon the recorded APR plan, a copy of which can be found in the Addenda to this report, there are approximately 1.5 acres of wetlands on site located to the rear, or NW portion of the land.
<b>Utilities</b>	The site has access to municipal water, electricity, natural gas and all telecommunication lines. There is no municipal sewer available to the subject land. The existing buildings utilize a small on site private septic system.
<b>Soils</b>	Per the maps of the USDA/NRCS the predominant soil type found on site is Woodbridge fine sandy loam with 3-8% slopes. Woodbridge soils have friable fine sandy loam or sandy loam surface soil and subsoil with moderate permeability over a firm, fine sandy loam or sandy loam substratum. This soil typically has a seasonal high water table at 18-24 inches.
<b>Easements/ Rights of Way</b>	None observed or referenced within the deed to the subject property.
<b>Restrictions</b>	There are 3 APR's that affect 100% of the land, recorded in 1998-99. The details of the APR's can be found in the ID section of this report.

## Improvements

There is a single story, wood frame farmstand/country store building on site in southeastern portion of the land, or the 'right side' if viewing the plans. The building is located within the APR 3 portion of the land.

The building is of wood frame construction and was constructed in 1972 per municipal records. There is 5,176 square feet of finished area, plus a 7' x 45' front open porch. The building is built upon a concrete slab. It is heated by a forced hot air by gas system.

Exterior walls are cedar clapboard. Roof is asphalt shingle. The interior has a 'rustic' feel with exposed wood truss ceilings and unfinished flooring. There is a ½ bath within the interior.

Attached to the main building is a 21' x 18' greenhouse with aluminum framing.

To the rear of the main building are 'hoop' greenhouses of lower quality.

The main building on site is in average overall condition. It is a 'rustic', minimalist building that is actually a large wood frame shed built on slab that is heated. There is no interior wall or ceiling finishes and only a part of the main building is insulated.

The greenhouse structures on site are in just fair overall condition.

### **Consideration of Hazardous Substances in the Appraisal Process**

Although no specific geotechnical engineering data has been provided, it is our assumption that the property is free and clear of any hazardous wastes or contaminating substances, as specified in applicable municipal, state and federal regulations or laws. In the event that this is not the case, the value as estimated herein may vary to the extent of contamination and the cost of cleanup.

As of September 17, 2014 the subject property is not included as either a contaminated site or a location to be investigated by the Bureau of Waste Site Cleanup of the Department of Environmental Protection, Commonwealth of Massachusetts. It is our assumption in this report, therefore, that the subject site is not a contaminated site. However, if the subject site is found to be contaminated, the value estimate contained herein will change.

### **Zoning**

The subject land is located within the *Residence A* zoning district. Permitted uses in this zone include single-family dwellings, religious; municipal; governmental uses, and agricultural uses. Per the bylaw an adjunct to the agriculture use includes a *"facility for the sale of produce and wine and dairy products, provided that during the months of June, July, August and September of every year, or during the harvest season of the primary crop, the majority of such products for sale, based on either gross sales dollars or volume, have been produced by the owner of the land containing more than five acres in area on which the facility is located"*.

Dimensional requirements call for a minimum lot size of 40,000 square feet, a minimum frontage of 200', and front, side, and rear setbacks of 50', 15', and 30' respectively. The maximum building height is 35'.

Reduced frontage lots of no less than 50 feet are allowed. However, with a reduced frontage lot, the minimum lot size is increased to 120,000 sq ft.

The minimum parking requirement is two spaces per dwelling unit.

The current use of the subject property as a country store/farm stand on the eastern portion of the site is allowed via local zoning. In addition the retail farm or 'roadside stand' operation of the subject is allowed via Massachusetts General Laws Chapter 40A section 3. This law clearly states *"no zoning ordinance or by law shall regulate or restrict – nor shall any such ordinance or by law prohibit, unreasonably regulate or require a special permit for the use of land for the primary purpose of agriculture, or require a special permit for the use, expansion, or reconstruction of existing agriculture, including those facilities for the sale of produce"*. Massachusetts General Laws most definitely favor agricultural uses in all zoning districts even if these uses involve a commercial operation.

Also, the property is subject to a Zoning Board of Appeals decisions dated June 2, 1978 and August 19, 1974. In general terms, a Variance was granted in 1974 to allow for the existing building and 500 SF expansion to be used as a "Country Store". In 1978 the Board of Appeals granted a second Variance to allow for a 40'x40' addition to the Drew Farms Country Store. The 1978 decision also allowed for the sale of certain products not grown on the premises. However, it was an express condition of the Variance that no prepared foods were to be eaten on the premises.

### **Board of Health Septic System Regulations**

New and existing septic systems in town must conform to Title 5 of the State Environmental Code, 310 CMR 15.000. And although municipal sewer lines exist on Main Street, all new lots created after 2004 must use private septic systems for the treatment of effluent as there is a moratorium on sewer connections in town.

### **HIGHEST AND BEST USE**

The Dictionary of Real Estate Appraisal, Fifth Edition defines highest and best use as "the reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible and results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility and maximum profitability."

The uses of the subject property are limited, not only by existing zoning in the RA district, but also by the three APR's that affect the 8.97 acre property. For the APR1 and APR2 portions of the subject, which, if facing the property is the left 2/3, these 6.12 acres are limited to agricultural and open space use. Temporary agricultural structures may be allowed on this land.

For the APR3 portion of the subject, which is the far right 1/3 of the property if facing it from Boston Road, the existing and continued use of these 2.85 acres as a farmstand/country store operation is allowed both by zoning and the APR document. Permanent structures are allowed on this portion of the site provided they are used for agricultural purposes which do include the retail sale of agriculturally related products.

It should also be noted that with APR's 1 & 2, the definition of 'actively engaged' agricultural uses states that 51% of annual income from agricultural uses must come from product grown on site. However, with APR 3, 'actively engaged' means "deriving *substantial* annual farm income from agricultural uses of all available areas on site and the two contiguous parcels". Therefore, there is no set percentage of product that must be produced on site in order for it to be sold within the store. This allows for a broad interpretation of what agricultural products may be sold within the store.

Based upon this analysis, and the location of the subject, it is our opinion that the highest and best use of the subject property is for its continued use as a farmstand/country store in accordance with existing zoning and the 3 APR's that affect the property.

### **EXPOSURE TIME**

The Dictionary of Real Estate, 5<sup>th</sup> Edition, defines ***Exposure Time*** as:

*"The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of appraisal. Exposure time is always presumed to occur prior to the effective date of appraisal" (p 105)*

In other words, how long do we estimate it would have taken to sell the subject property at the estimated "as is" value of \$725,000? Based upon a review of the periods it took to sell the comparable sales presented later in this report, it is our opinion that a reasonable exposure time is 9-12 months.



## **ANALYSIS AND VALUATION**

In order to estimate the value of the subject property we have utilized a Sale Comparison Approach. However, given the data that was available and our opinion of the highest and best use of the property, this approach will be broken into two sections; first, a valuation of the vacant 6.12 acres of restricted APR land on the property, shown as APR1 and APR2 on the recorded plan of land; followed by a valuation of the APR3 portion of the subject, which is an improved farmstand/country store parcel.

Ideally, we would have found sales of properties of 8-9 acres on which a farmstand building existed and the APR restrictions differed, depending upon what portion of the site was being analyzed, but those sales simply did not exist. The subject is rather unique. While it is 100% affected by agricultural preservation restrictions, there are 3 different ones that affect the subject and the degree of restrictions differ. This method of valuation, in our opinion, best reflects how the typical buyer and seller would view the property.

**Restricted Land (APR1, APR 2) Valuation:** We searched for recent sales of smaller tracts of land that sold restricted, either legally or physically to agricultural, or open space use. Due to the lack of more recent data in the immediate area, we extended the search period and area beyond the immediate Westford area.

This search produced 5 sales considered most similar to the 6.12 acres of the subject property shown as APR1 and APR2 on the recorded plan of land.

The following is a summary of these sales:

## AGRICULTURAL/RESTRICTED/NON BUILDABLE COMPARABLE LAND SALES SUMMARY

Date of Valuation

17-Sep-14

Annual Time Adjustment

6.00%

#	ADDRESS/ TOWN	GRANTOR/ GRANTEE	SALE PRICE/ DATE/\$ per AC	LAND AREA(ac)	LEGAL REF. BOOK/PAGE	TIME ADJUSTED		COMMENTS - REASON(S) FOR NON-BUILDABLE STATUS
						PRICE/ ACRE	ACRE	
1	Parcel 3A Indian Hill Rd Groton	Enrico Leal/ Peter Hnath	\$75,000 28-Mar-12 \$43,735	1.71	58774/80	\$50,228		Sale of agricultural-pasture land on Indian Hill in Groton. The land is prevented from development per a deed restriction. The 1.71 acres includes a 3 story barn. Located among several horse properties and was purchased by neighbor for personal use.
2	Lot 5 Haynes Road Sudbury	Rocklage/ Siena Farms LLC	\$1,000,000 18-Jul-13 \$38,212	26.17	62267/528	\$40,888		Land sold subject to an agricultural preservation restriction (APR). It cannot be developed and has been used in the past both for cropland and pasture for horses and sheep. Purchased by neighbors who own a single family home 1/4 mile north and who plan to continue farming the land. Grantor in this transaction purchased the land in April 2006 for \$495,000.
3	Western Ave Sherborn	Paul Bezrech/ Levon Chertavian	\$90,000 30-Apr-12 \$19,737	4.56	58991/192	\$22,560		Sale of 4.56 acres off of Western Ave in Sherborn. Marketed, and purchased with knowledge that the land could not ever be developed because of soil conditions. Sold and priced as such. Post sale, the buyer built a large, 156' x 70' horse riding arena and uses the land for pasture and maintaining horses.
4	Lot 2, 722 Great Road Stow	Alan Taylor/ Applefield Farms	\$72,000 7-May-14 \$8,821	8.16	63581/395	\$9,014		Sale of 8 acres of restricted farmland next to Applefield Farms on Great Rd in Stow. This land is restricted to agricultural uses only - no development, via an APR recorded in Book 51386 Page 88 in June of 2008. The land is used for growing corn, beans, pumpkins, squash and lettuce. Merrimac soils.
5	Map 22 Parcel 2 Ball St Northborough	N.E. Forestry/ Ball Hill Realty	\$115,000 24-Jul-12 \$3,296	34.89	49329/232	\$3,722		Mostly cleared tract of farmland which straddles the Northborough-Boylston town line previously utilized by grantee for growing a variety of field crops. Land is subject to an APR. Cannot be developed.

## Sales Analysis

The sales have been compared to the subject on a price per acre basis. This is an all inclusive indicator that takes into consideration the locational and physical characteristics of each property. The subject's acreage for this component is 6.12. The unadjusted prices per acre range from \$3,296 to \$43,735. We have used a +6% annualized adjustment to account for the general appreciation in prices that has occurred for agricultural properties in the area over the past 5-7 years.

The time adjusted prices range from \$3,722 to \$50,228 per acre.

A significant factor that affects the price per acre of these sale properties is the size of the acreage itself. Smaller parcels most often sell for more on a per acre basis than larger parcels if all other factors are held equal. Sale #1 from above is a good example of this. While generally inferior to #2 in terms of location and utility, it sold for more on a per acre basis. The reason is its small size.

The subject 6.12 acres is generally superior to #1 in terms of location. But again, the size issue must be considered here. The subject is inferior to #2 in terms of location and utility, but is much smaller at 6.12 acres versus 26.17 acres.

Sale #3 is generally similar, overall to the subject's acreage both in terms of size and location. We give a slight edge in location to the subject as it lends itself to a retail-agricultural use best of any of the comparable sales.

Based upon this analysis, it is our opinion that an appropriate indicator for the 6.12 acre portion of the subject property known as APR1 and APR2, is **\$25,000 per acre**.

**Farmstand (APR3) Valuation** – For this portion of the subject property we have 2.85 acres on which a farmstand/country store is allowed. This portion of the subject can have permanent structures on site that can be maintained, remodeled and expanded if desired, so long as the expansion/new construction conforms to zoning and building code regulations and is used for sale of agricultural items. A septic system is allowed to be maintained and installed on this portion in conjunction with farmstand operation. The allowances under APR3 are starkly different than those for APR1 & 2. It is for this reason that the valuation portion of this appraisal needed to have two components.

To value this portion of the property, we searched for sales for which a farmstand/country store was the highest and best use of the property at the time of sale, similar to our opinion of the highest and best use of the APR3 portion of the subject property.

Of 7-9 sale initially researched, the following were considered most similar to the APR3 portion of the subject property:

**FARM STAND SALES SUMMARY**

Date of Valuation

Annual Time Adjustment

17-Sep-14

6.00%

#	ADDRESS/ TOWN	GRANTOR/ GRANTEE	SALE PRICE/ DATE/\$ per AC \$ per SF of Bld	LAND AREA(ac)	MAIN BUILDING		LEGAL REF.	TIME ADJUSTED		TIME ADJUSTED	PRICE/ ACRE	PRICE/ ACRE	COMMENTS - REASON(S) FOR NON-BUILDABLE STATUS
					AREA	BOOK/PAGE		PRICE/ ACRE	PRICE/ ACRE				
1	398 W. Main Street Groton	Robert Declio/ R. Kazanjian	\$310,000 24-Mar-14 \$128,099 \$195	2.42	1,587	63402/30		\$131,827	\$201				Sale of a farmstand property on Route 119 in Groton near the Pepperell line. Sale included a 2.42 acre site plus a single story, 1,587 sq ft farmstand building. Zoned Residence A. 20 Parking spaces on site. Public water, private septic. Store now sales flowers, pumpkins, apples and products grown at nearby fields.
2	122 Main Street Rockport	John Wonson/ GGG Main St LLC	\$320,000 27-Feb-14 \$480,509 \$205	0.67	1,558	33136/102		\$496,468	\$212				Sale of a farmstand property on busy Main Street in Rockport. This property once included a dwelling with attached farmstand on a 1 acre site. The sellers decided they wanted to retain dwelling, but sell off farmstand. They subdivided property and sold. Residential zone. In addition to farmstand building, there are two 'hoop' greenhouses on site.
3	101 Pleasant St Dunstable	James Cerchiaro/ Mark O'Connor	\$395,000 28-Jun-13 \$181,193 \$136	2.18	2,895	27436/253		\$194,480	\$146				Sale of a farmstand/forist shop on Route 113 in Dunstable. Residential zone. Operates under an agricultural exemption that allows for sales of ag products. Former Rose of Sharon property. Site contains two buildings with a total area of 2,895 sq ft.
4	374 Sterling Street Lancaster	Deershorn RE./ Dale A. Dimeco	\$375,000 9-Jul-10 \$74,850 \$375	5.01	1,000	63581/395		\$93,692	\$469				Sale of the Deershorn Farms farmstand on Route 62. Located in a Res/Ag zone. Retail use is allowed under this zoning as much of the product sold has been grown on the 5.01 acres.
5	800 Pulaski Blvd Bellingham	Omar Wenger/ Sevan Toutounjian	\$342,000 17-Nov-11 \$183,871 \$59	1.86	5,813	29346/445		\$215,161	\$69				Sale of Former Pennsylvania Farm Boy vegetable stand in Bellingham. Located in residential zone. Sale includes the farmstand building plus an older dwelling that is used for offices. On market at \$399,900 for 225 days prior to sale at \$342,000.

## Sales Analysis

These sales have been compared to the subject on both a price per acre basis and a price per sq ft of the main building area basis. However, the price per acre is the primary unit of comparison for this analysis. Typically the buildings associated with a farmstand are lesser quality wood frame structures, similar to the subject. The typical buyer of a farmstand property is focused on the acreage, the ability to park cars and the ability to place a seasonal retail structure on site.

The unadjusted prices per acre range from \$74,850 to \$480,509. We have used a +6% annualized adjustment to account for the general appreciation in prices that has occurred for agricultural properties in the area over the past 5-7 years.

The time adjusted prices range from \$93,692 to \$496,468 per acre. This is a wide spread, but not unexpected given the rarity of the sales for this property type.

For all 5 sales, the highest and best use at the time of sale was for continued farmstand use. Although Sales #3, #4, and #5 could have possibly been used for residential purposes, they were purchased for continued farmstand use as it was their highest and best use.

Sale #1 is similar to the APR3 portion of the subject property in terms of size and utility, but is inferior to the subject in terms of location and the buildings on site. Sale #1 is located in a far less busy area than the subject and the building on site only lent itself to season use and was significantly smaller than the subject. This analysis suggests the indicator for the subject must be moderately higher than the \$131,827 for this sale.

Sale #2 is similar to the subject in terms of location. But it is significantly smaller. As with the vacant land sales, the price/size ratio is a consideration here. If this property were 3+/- acre instead of .67 acres, we are confident it would have sold for much less on a per acre basis.

Sale #3 is located in nearby Dunstable. It is inferior to the subject in terms of location. But its structures on site at the time of sale are superior to the subject.

Sale #4 is an older sale of a farmstand in Lancaster. It is inferior to the subject in terms of location and site improvements.

Sale #5 is slightly superior to the subject, overall in terms of site improvements, and is similar overall in terms of location.

Based upon this analysis, it is our opinion that an appropriate indicator for the 2.85 acre portion of the subject property known as APR3 is **\$200,000 per acre**.

## VALUATION SUMMARY

We have individual values of the 2 components that comprise the subject property; the 6.12- acres of APR1 & 2 and the 2.85 acres of APR3-the farmstand/country store portion. As both components are small, and could be sold in relatively short time (under 1 year), it is our opinion that discounting of the individual components to a present value is not appropriate here. Rather, in this unique case, adding the two components together is reflective of its market value.

Completing this valuation results in a market value estimate of the entire property to a single buyer of **\$725,000** as of September 17, 2014 calculated as follows:

	<u>Ag</u>	<u>Price Per</u>		<u>Indicated</u>
	<u>Acres</u>	<u>Acre</u>		<u>Price</u>
APR 3 Component	2.85	x \$200,000	=	\$ 570,000
	<u>Ag</u>	<u>Price Per</u>		
	<u>Acres</u>	<u>Acre</u>		
APR 1&2 Component	6.12	x \$ 25,000	=	\$ 153,000
	Total for Both Components			\$ 723,000
	ROUNDED			\$ 725,000

## RECONCILIATION AND VALUE CONCLUSION

The final step in estimating the market value of the subject property is a correlation of the value from each of the approaches utilized in the appraisal process. In order to estimate the value of the fee simple interest in the property we utilized a Sales Comparison Approach involving two different property types that are similar to what we have with the subject property.

5 sales of agricultural/open space land in the Middlesex and Worcester County areas; and 5 sales of farmstand properties were reviewed and analyzed in order to make price projections for the 2 components of the subject property. We then added the individual values of these two components in order to derive a value estimate for the entire 8.97 acre property of \$725,000.

Based upon the methods of valuation utilized, it is our opinion that the market value of the fee simple interest in the subject property, as of September 17, 2014, is:

**SEVEN HUNDRED TWENTY FIVE THOUSAND (\$725,000) DOLLARS**

## **CERTIFICATION**

We certify that, to the best of our knowledge and belief,...

- the statements of fact contained in this report are true and correct.
- the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal unbiased professional analyses, opinions, and conclusions.
- we have no present or prospective interest in the property that is the subject of this report, and we have no personal interest or bias with respect to the parties involved.
- our compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in, or the use of this report.
- we have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute.
- the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- Mr. Bowler and Mr. Avery are currently certified under the voluntary continuing education program of the Appraisal Institute.
- we have made a personal inspection of the property that is the subject of this report.
- no one provided significant professional assistance to the persons signing this report.
- the appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

Based upon the data presented above, it is our opinion that the market value of the fee simple interest in the subject property, subject to the definitions, limiting conditions, and certifications set forth in the attached report, as of September 17, 2014, is:

**SEVEN HUNDRED TWENTY-FIVE THOUSAND (\$725,000) DOLLARS**



Christopher H. Bowler, MAI, SRA  
Massachusetts Certified General  
Real Estate Appraiser #495



Jonathan H. Avery, MAI, CRE  
Massachusetts Certified General  
Real Estate Appraiser #26

## **ADDENDA**



**SUBJECT PROPERTY DEED  
&  
RECORDED SITE PLAN**

2

## QUITCLAIM DEED

We, KEITH A. BOHNE and Nanci BOHNE, of Boston Road, Westford, Middlesex County, MA

in consideration of SEVEN HUNDRED FIFTY THOUSAND AND NO/100 (\$750,000.00) DOLLARS

grants to Thomas Goddard, Trustee of Goddard Family Trust, u/d/t dated 12/29/86, and recorded with Middlesex South District Registry of Deeds at Book 17742, Page 193, of North Reading, Massachusetts

with **QUITCLAIM COVENANTS**

Two certain parcels of land situate in Westford, in the County of Middlesex and said Commonwealth, with the buildings and structures located thereon, if any, as follows:

### PARCEL I:

The land on the Easterly side of Boston Road in Westford shown as Parcel B containing 6.97 acres on "Plan of Land in Westford, Mass. Owned by Drew Farms, Inc." surveyed November 15, 1979, Richard L. McGlinchey, Land Surveyor, which plan is recorded with Middlesex North District Registry of Deeds at Plan Book 131, Plan 65, bounded and described as follows:

WESTERLY: by Boston Road, by several courses, as shown on said plan, 733.82 feet;  
 NORTHERLY: by land of Gordon H. MacDougall by several courses as shown on said plan, 406.71 feet;  
 EASTERLY: by land of Drew Farms, Inc. by several courses as shown on said plan, 1042.74 feet;  
 SOUTHERLY: by land of Drew Farms, Inc., 66.60 feet;  
 WESTERLY: by land of Keith A. and Nanci Bohne, 349.28 feet; and  
 SOUTHERLY: again by said Bohne land, 220.00 feet.

Being all and the same premises conveyed to us by deed of Drew Farms, Inc., dated May 20, 1980 and recorded with said Deeds at Book 2421, Page 433.

### PARCEL II:

That certain parcel or lot of land, with the buildings and improvements thereon, if any, shown as containing 2.0 acres on the northerly side of Boston Road and the easterly side of Route 495 in Westford, MA

Fas

Richard P. Bohne Jr.

\*\*\* MASS. SURCHARGE: 20.00 \*\*\*

\*\*\* MASS. EXCISE TAX: 3425.00 \*\*\*  
 03/09/2001 08:55:23 13422 25.00

Property Address: 68 Boston Road, Westford, MA

Quitclaim Deed  
Page 2

owned by Benjamin W. and Sarah W. Drew" by Richard L. McGlinchey, Land Surveyor, dated June 14, 1976 which plan is recorded with Middlesex North District Registry of Deeds at Plan Book 122, Plan 106A.

Being all and the same premises conveyed to us by deed of Drew Farms, Inc., dated July 1, 1976 and recorded with said Deeds at Book 2201, Page 621.

WITNESS our hands and seals this 7<sup>th</sup> day of MARCH, in the year two thousand and one.

WITNESS:

*Ann J. Bohn*  
Ann J. Bohn

*Keith A. Bohn*  
Keith A. Bohn  
*Nanci Bohn*  
Nanci Bohn

# COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX SS

MARCH 7, 2001

Then personally appeared the above named Keith A. Bohn and Nanci Bohn, as aforesaid, and acknowledged the foregoing instrument to be their free act and deed, before me,

~~RECEIVED  
MIDDLESEX NORTH  
DISTRICT  
REGISTRY OF DEEDS  
JUN 14 2001~~

*Elizabeth A. Adams*  
Elizabeth A. Adams  
Notary Public

My Commission Expires:

June 30, 2006

END OF DOCUMENT  
END OF DOCUMENT

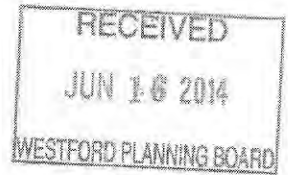
*Richard P. Howe Jr.*  
Richard P. Howe Jr.



## **PURCHASE & SALE AGREEMENT EXCERPTS**

A True And Certified Copy.

# PURCHASE AND SALE AGREEMENT



From the office of:  
Joseph P. DiBlasi, Esq.  
348 Park Street, Suite 201  
North Reading, MA 01864

This 11 day of June 2014

## 1. PARTIES

Thomas Goddard, Trustee of Goddard Family Trust, of Park Street, North Reading, MA 01864 hereinafter called the SELLER, agrees to SELL and Robert Zwicker of Whatever It Takes LLC hereinafter called the BUYER OR PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises:

## 2. DESCRIPTION

Two parcels of land and buildings (including greenhouses), thereon, the first parcel located at 68 Boston Road, Westford, Massachusetts 01886, contain 2.00 acres of " land classified as STORE with a(n) STORE building built a 1972", more particularly described in a deed recorded with the Middlesex District Registry of Deeds in Book 11422, Page 170, and shown on the Town of Westford's Assessor's Map 022 as parcel 0116, lot 0000 and the second parcel located at, 68 Boston Road, Massachusetts 01886 containing 6.97 acres of land and buildings thereon, more particularly described in a deed recorded with the Middlesex North District Registry of Deeds in Book 11422, Page 170, shown on the Town of Westford's Assessor's Map 022 as parcel 0115, lot 0000. Additionally included as property for the purpose of the sale is all stock, inventory, computers, furniture, fixtures, equipment, appliances, greenhouses and any licenses or certifications associated with the former use of the premises as a store and farm stand (said parcels, buildings, greenhouses and additional property listed above hereinafter referred to as the "Property").

## 3. TITLE DEED

Said Premises are to be conveyed by a good and sufficient QUITCLAIM deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven (7) days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable or insurable title thereto, free from encumbrances, except

- (a) Provisions of existing building, zoning, environmental and other applicable laws, if any;
- (b) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed and any liens for municipal betterments assessed after the date of the Agreement;

JP  
RW

(c) Any easements, restrictions or agreements of record presently in force and applicable which do not interfere with the reasonable use of the Premises for as currently used; and

(d) Commercial Tenancy at will of Nancy Morton.

4. PLANS

If said deed refers to a plan necessary to be recorded therewith the SELLER shall deliver such plan with the deed in form adequate for recording or registration.

5. REGISTERED  
TITLE

In addition to the foregoing, if the title to said Premises is registered, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title of said Premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable the BUYER to obtain such Certificate of Title.

6. PURCHASE PRICE

The agreed purchase price for said premises is **Seven Hundred Thousand Thirty Five (\$735,000.00) DOLLARS**, of which

\$ 5,000.00 have been paid as a deposit this day

\$ 25,000.00 deposit due within 3 days of the expiration of the due diligence period as specified herein; and

\$ 705,000.00 are to be paid at the time of delivery of the deed in cash, bank check, wire transfer or Attorney MA IOLTA check.

**\$735,000.00 TOTAL**

7. TIME FOR  
PERFORMANCE:  
DELIVERY OF THE  
DEED

Such deed is to be delivered at 10:00 a.m. on the latest to occur of the following: 1) One Hundred and Forty (140) days after the day following the delivery of the notice of intent given by the Seller to the Town of Westford pursuant to M.G.L. Chapter 61A, Section 14, as specified below, or 2) Sixty (60) days after the expiration of the Due Diligence Period, as specified herein. If the applicable said date falls on a Saturday, Sunday or legal Holiday, then such deed shall be delivered on the next business day. Such deed shall be delivered at the Middlesex North District Registry of Deeds, or at Buyer's option, at the office of Buyer's lender's attorney unless otherwise agreed upon writing. The failure of the Buyer's mortgage lender to be prepared to close on the closing date shall be at the sole risk of Buyer and shall not excuse Buyer's performance hereunder or cause delay of the closing date. It is agreed that time is of the essence of this agreement.

8. POSSESSION and  
CONDITION of

Full possession of said Premises free of all tenants and occupants, except as provided herein, is to be delivered at the time of the delivery of the

*ap*

## **APR DOCUMENTS**



APR 1

## TOWN OF WESTFORD

## AGRICULTURAL PRESERVATION RESTRICTION

## I. STATEMENT OF PURPOSE

By obtaining this Agricultural Preservation Restriction, it is the intent of the Town of Westford to perpetually protect and preserve agricultural lands, encourage sound soil management practices, preserve natural resources, maintain land in active agricultural use, and ensure affordable resale values of agricultural land. No activity detrimental to the actual or potential agricultural use of the Premises, or detrimental to water conservation, soil conservation, or to good agricultural and/or forestry management practices or which is otherwise wasteful of the natural resources of the Town of Westford or Commonwealth of Massachusetts shall therefore be permitted.

## II. DEFINITIONS

When used throughout this entire document, the following words or phrases shall have the following meaning:

1. Abandoned: land that has not been actively utilized for agricultural uses for a period exceeding three years unless the non-activity is recommended in a current USDA/SCS plan.
2. Actively Engaged: deriving at least fifty-one percent (51%) of annual gross farm income from agricultural uses on the Premises.
3. Agricultural Use: the raising of animals, including but not limited to, dairy cattle, beef cattle, poultry, sheep, swine, horses, ponies, mules, goats, bees and fur-bearing animals, for the purpose of selling such animals or a product derived from such animals in the regular course of business; or when primarily and directly used

in a related manner which is incidental thereto and represents a customary and necessary use in raising such animals and preparing them or the products derived therefrom for market, as defined in M.G.L. c. 61A, §1, as amended, and also horticultural uses, including but not limited to, the raising of fruits, vegetables, berries, nuts and other foods for human consumption, feed for animals, tobacco, flowers, sod, trees, nursery, or greenhouse products, and ornamental plants and shrubs for the purpose of selling such products in the regular course of business; or when primarily and directly used in raising forest products under a program certified by the state forester to be a planned program to improve the quantity and quality of a continuous crop for the purpose of selling such products in the regular course of business, as defined in M.G.L. c. 61A, §2, as amended.

4. Condition: including, but not limited to; an easement, restriction, covenant, right, option to purchase at agricultural value, improvement, land exchange, or any other requirement or use prohibition.
5. Permanent Structure: any structure that requires the grading of soil, or the excavation for footings or foundations.
6. Premises: approximately 3 acres of land located on Boston Road in the Municipality of Westford, in Middlesex County, Massachusetts as more fully described in Exhibit A, attached hereto and incorporated by reference into this document.
7. Temporary Structure: a structure that does not have a permanent foundation, or does not substantially alter or otherwise affect the soil profile.

### III. TERMS AND CONDITIONS

We, KEITH A. AND Nanci BOHNE, of Westford, Middlesex County, Massachusetts (the "Grantors"), for consideration of One Hundred Seventy-Five Thousand Dollars (\$175,000.00) paid, grant to the Town of Westford, acting by and through its Board of Selectmen (the "Grantees"), with an address at 55 Main Street, Westford, Massachusetts, its successors and assigns, an Agricultural

Preservation Restriction (the "Restriction") together with a "Right of First Refusal" as set forth in Exhibit B, attached hereto and incorporated by reference into this Restriction, in perpetuity on the Premises, in accordance with the following terms and conditions listed below.

By so doing, the Grantors grant all development rights (except as specifically reserved herein) that are now or hereafter allocated to, implied, reserved or inherent in the Premises to the Grantees, and the parties agree that these development rights are terminated and extinguished, except for such development rights as may be specifically approved pursuant to paragraph D hereof.

A. RETAINED RIGHTS

Notwithstanding any provision of this instrument to the contrary, the Grantor(s) hereby reserves to and for themselves and their heirs, devisees, legal representatives, successors and assigns, the customary rights and privileges of ownership not inconsistent with the statement of purpose herein, including but not limited to, the right to:

- (1) Privacy and to carry out regular agricultural practices.
- (2) The maintenance and use of existing trails and farm and wood roads on the Premises substantially in their present condition or as reasonably necessary for their continued use for agricultural uses.
- (3) The installation, maintenance, repair, replacement, removal and relocation of electric or gas facilities and services over or under the Premises for the purpose of providing electrical or gas utilities to the Premises for agricultural uses or for other approved uses, and the right to grant easements over or under the Premises for these utility purposes.

- (4) The construction or placement of temporary structures for agricultural uses.

#### B. PROHIBITED USES

The Grantors covenant for themselves, their heirs, devisees, legal representatives, successors and assigns, that the Premises will at all times be held, used and conveyed subject to, and not in violation of, the following restrictions:

- (1) No use shall be made of the Premises, and no activity thereon shall be permitted, which is inconsistent with the intent of this grant, as stated in the Statement of Purpose.
- (2) No non-agriculturally related temporary or permanent structure, residential dwelling, tennis court, inground swimming pool, recreational horse riding facility, golf course, golf range or airport landing strip shall be constructed, placed or permitted to remain on the Premises, except structures existing on the Premises at the time of the execution of this Restriction.
- (3) No refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste, radio-active or hazardous waste or other substance or material whatsoever shall be placed, stored, dumped or permitted to remain on the Premises, except as required for the use of the Premises for normal agricultural activities.
- (4) The Premises may not be used for:
  - (a) Transferring development rights to any property, whether or not adjacent to the Premises;
  - (b) Calculating permissible lot yield of the Premises, or of any other property;
  - (c) Use in any calculations involving development of any other property, whether or not adjacent to the Premises, in any manner whatsoever.

#### C. ACTIVITIES WHICH REQUIRE PRIOR WRITTEN APPROVAL

The following activities shall not be conducted without the

prior written approval of the Grantees in accordance with the procedures set forth in section D of this Restriction:

- (1) The construction or placing of permanent structures for housing seasonal agricultural employees or other agriculturally related uses, including related retail sales, where the need for the structures is not a result of the use of existing structures for approved non-agricultural uses.
- (2) The excavation, dredging, depositing or removal from the Premises of loam, peat, gravel, soil, sand, rock or other mineral resources, or natural deposits in accordance with a USDA Soil Conservation Service Plan.
- (3) The maintenance or improvement of a septic or other underground sanitary system which exists on the Premises, or the construction of a septic or other underground sanitary system, for the benefit of an existing dwelling on the Premises.
- (4) The subdivision, recording of a subdivision plan, partition, or any other division of the Premises, or any portion thereof, into two or more parcels, even in the event that the Premises is comprised of one or more deeded parcels at the date of this Restriction. No subdivision shall be approved without the condition that new Agricultural Preservation Restrictions be recorded on the subdivided, partitioned, or otherwise divided parcels.
- (5) The use of the Premises for non-agricultural uses.
- (6) The construction or placement of an asphalt driveway, road, parking lot, utility pole, tower, conduit or line in support of a temporary or permanent structure or improvement, for the benefit of the Premises only.

#### D. APPROVAL PROCESS FOR PERMITTED ACTIVITIES

- (1) The Grantors covenant for themselves, their heirs, devisees, legal representatives, successors and assigns, that prior to undertaking any activity described in section C, the following procedure shall be followed:
  - (a) The Grantors shall file a completed written application for approval with each Grantee.



- (b) The application shall include:
- i) a copy of a current Farm Conservation Plan, prepared by the U.S.D.A. Soil Conservation Service, when requested by the Grantees; and
  - ii) any other information and plans as the Grantees of this Restriction require to reasonably determine that the intended use, activity, structure or building is consistent with the purpose of this Restriction, as stated in the Statement of Purpose.
- (c) Prior to making an application for approval under this section, the owner shall not secure other applicable permits required by local or state law.
- (2) Within 90 days of receipt of the completed application, the Grantees may approve the application, with or without conditions, only upon findings by Grantees that:
- (a) the proposed use, activity, structure or building is authorized by this Restriction and General Laws, Chapter 184 and 132A;
  - (b) the use, activity, or structure shall not defeat nor derogate from the intent of this Restriction as stated in the Statement of Purpose;
- (3) No application for the use of the Premises for non-agricultural uses, as provided for in section C(5), shall be approved unless the conditions of paragraph D(2) above are met, and the approval is:
- a) given to specific, individual owner(s);
  - b) for no longer than a period of five (5) years;
  - c) to a farmer(s) actively engaged in full-time commercial farming;
  - d) not to survive transfer of ownership of the Restriction;
  - e) for an activity incidental to the agricultural use of the farm;
  - f) given when the activity will not impair the agricultural viability of the soil;
  - g) given when the activity occurs in existing structures;
  - h) given when no major renovations of existing structures are required; and
  - i) given when no new construction is required;

- (4) If, based on its findings, the Grantees approve or approve with conditions the application, they shall jointly issue a "Certificate of Approval" suitable for recording.
- (5) If the Grantees are unable to make the findings necessary for approval, they shall state in writing their reasons for denial of the application and shall mail a copy of the denial to the applicant within 90 days of receipt of the completed application.

E. ENFORCEMENT OF THE TERMS AND CONDITIONS

- (1) The Grantors grant to the Grantees, and their successors at law, the right to enter the Premises in a reasonable manner and at reasonable times, for the purposes of:
  - (a) inspecting the Premises to determine compliance with this Restriction or a Certificate of Approval;
  - (b) enforcing this Restriction; and
  - (c) any other action which may be necessary or appropriate, with or without order of court, to remedy or abate any violation of this Restriction.
- (2) In the event of a violation of the terms of this Restriction, the Grantees reserve the right to pursue any remedy available at law and equity, including injunctive relief.
- (3) The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantees for enforcement of this Restriction.

F. AFFIRMATIVE COVENANT

The Grantors agree for themselves, their heirs, devisees, legal representatives, successors and assigns, that the Premises shall remain in active agricultural use, and the land shall not be abandoned, except in accordance with a USDA Soil Conservation Service Farm Management Plan, approved by the conservation district for the locality in which the Premises is located. The Grantors and

any successors in title shall be liable for any non-compliance with the terms of this Restriction which occurs during their ownership of the Premises.

#### IV. AUTHORIZATION

The foregoing Restriction is authorized by Massachusetts General Laws, Chapter 184, Sections 31 through 33, and Chapter 132A, Section 3 and Sections 11A through 11D, and otherwise by law, and is intended to ensure the protection and preservation of agricultural lands.

This Agricultural Preservation Restriction shall be administered on behalf of the Grantees by the Town of Westford Board of Selectmen. This Restriction shall be enforced by the Grantees as they in their sole discretion may decide. Nothing herein shall impose upon the Grantees any duty to maintain or require that the Premises be maintained in any particular state or condition, notwithstanding the Grantees' acceptance hereof.

Except as otherwise provided herein, this Restriction does not grant to the Grantees, the public, or any other person any right to enter upon the Premises.

This Restriction is in gross, exists in perpetuity, and is not for the benefit of or appurtenant to any particular land and shall not be assignable except to another governmental or charitable corporation or trust which has power to acquire interests in land and whose purposes include conservation of agricultural land and natural areas. The burden of this Restriction shall run with the



Premises and shall be binding upon all future owners of any interest therein. This Restriction may only be released, in whole or in part, by the Grantees by the procedures established by Section 32 of Chapter 184 of the General Laws, as amended and otherwise by Article 97 of the Amended Articles of the Massachusetts Constitution and otherwise by law.

If any section or provision of the Restriction shall be held to be unenforceable by any court of competent jurisdiction, this Restriction shall be construed as though such section had not been included in it. If any section or provision of the Restriction shall be subject to two constructions, one of which would render such section or provision invalid, then such section or provision shall be given the construction that would render it valid. If any section or provision of this deed Restriction is ambiguous, it shall be interpreted in accordance with the policy and provisions expressed in the General Laws, Chapter 184, Sections 31 through 33, and Chapter 132A, Sections 3 and Sections 11A through 11D, and the regulations duly promulgated in accordance with said Chapters as exist and are in effect as the date of this instrument.

This instrument is not a deed. It does not purport to transfer a fee interest to the Grantees. No Massachusetts deed excise stamps are affixed hereto as none are required by General Laws 64D, Section 1, as amended.

WITNESS the execution hereof under seal this 14<sup>TH</sup> day of

MAY, 1997.

Keith A. Bohne

Nanci Bohne

COMMONWEALTH OF MASSACHUSETTS

Then personally appeared the above-named <sup>ss</sup> KEITH A. BOHNE and NANCI BOHNE <sup>May 14, 1997</sup>  
acknowledged the foregoing instrument to be their free act and  
deed before me.

Kevin P. Finnegan

Notary Public

Name: KEVIN P. FINNEGAN

My Commission Expires Jan 16, 1998

## APPROVAL OF THE MUNICIPALITY OF WESTFORD

We, the Board of Selectmen of the Town of Westford, hereby approve the acceptance of the foregoing Agricultural Preservation Restriction granted by Keith A. and Nanci Bohne, to the Town, with respect to parcels of land located in Westford, Massachusetts described therein, in the public interest pursuant to Massachusetts General Laws, Chapter 184, Sections 31 through and including 33

Date: May 10, 1997

## BOARD OF SELECTMEN

John E. Wrobel (V)  
Chairman

Madonna McKenzie  
Geraldine Healy-Coffin  
Hal R. Schreiber

## COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX

, ss

May 10, 1997.

Then personally appeared the above-named John E. Wrobel, Jr., Madonna McKenzie, Geraldine Healy-Coffin and Hal R. Schreiber acknowledged the foregoing to be their free act and deed before me.

Nancy J. Crokes  
Name:

Notary Public

My Commission Expires: Oct 3 2003

## EXHIBIT A

## TO AGRICULTURAL PRESERVATION RESTRICTION

A tract of land consisting of 123,897 ± square feet, being a portion of property described in deeds recorded in the Middlesex North Registry of Deeds at Book 2201, Page 621 and Book 2421, Page 433 and shown as APR 1 on a Plan entitled "Compiled Plan of Land" prepared by Diversified Civil Engineering dated May 6, 1997 and recorded herewith.

## EXHIBIT B

RIGHT OF FIRST REFUSAL  
TO PURCHASE REAL ESTATE

We, Keith A. Bohne and Nanci Bohne, 31 Tadmuck Road, Westford, Massachusetts, (collectively the "Grantor") for good and valuable consideration, receipt of which is hereby acknowledged do hereby grant a Right of First Refusal to Purchase Real Estate to the Town of Westford, 55 Main Street, Westford, Massachusetts, (the "Grantee") for the purchase of land located in Westford, Middlesex County, Westford, Massachusetts, described in deeds recorded in the Middlesex North Registry of Deeds at Book 2201, Page 621 and Book 2421, Page 433, and shown as "APR 1" on a Plan entitled "Compiled Plan of Land" prepared by Diversified Civil Engineering dated May 6, 1997 and recorded herewith as described in Exhibit "A" attached hereto and made a part hereof (the "Premises")

- A. The Grantor agrees that no sale of all, or any portion of, or any interest in, the Premises to a third party will occur without first offering to sell the Premises to the Grantee and unless:
- 1) the Grantors have received a bona fide offer to purchase the same;
  - 2) the Grantors have given the Grantee written notice (which shall be deemed to be duly given when mailed by certified mail to the Grantee addressed to Town Manager, Town Hall, 55 Main Street, Westford, Massachusetts 01886) stating the name and address of the offeror and the terms and conditions of said bona fide offer and the encumbrances subject to which the Premises, or any part thereof, are to be conveyed and containing a true, accurate and complete copy of said bona fide offer and containing an offer by the Grantors to sell the same to the Grantee on the same terms and conditions as said bona fide offer; and
  - 3) the Grantee has not, within one hundred twenty (120) days after the giving of such notice, mailed or otherwise given the Grantor written notice (which shall be deemed to be duly given when mailed by certified mail to Grantor addressed to Keith A. Bohne and Nanci Bohne, 31 Tadmuck Road, Westford, Massachusetts 01886) that the Grantee elects to purchase the same in accordance with the offer. In the event the Grantee elects to purchase the Premises, title thereto shall be conveyed by a good and sufficient Quitclaim Deed conveying a good and clear record and marketable title thereto, free from all encumbrances except as stated in said bona fide offer and such deed shall be delivered and the consideration paid at the Middlesex North Registry of Deeds at 9:00 o'clock a.m. on

the thirtieth (30th) day after the date of the giving of such notice of election to purchase.

In the event that the Grantee shall not give such notice of election to purchase within the time above specified or in the event that the Grantee shall, after giving such notice, fail to complete such purchase as hereinabove provided, then the Grantor shall be free thereafter to sell and convey the Premises to the offeror named in the Grantor's notice at a price not lower than that specified therein, but the Grantor shall not sell or convey the Premises or any part thereof to any other person or at any lower price without again offering the same to the Grantee.

B. The Grantor may sell the Premises, within one (1) year of the date of the Grantee's receipt of Notice, to the purchaser who has made the bona fide offer referred to in paragraph A above, only in the event that the Grantee:

- 1) declines in writing to elect its Right of First Refusal to Purchase Real Estate within the specified time period; or
- 2) fails to exercise its Right of First Refusal to Purchase Real Estate in writing within the specified time period; or
- 3) having elected its Right of First Refusal to Purchase Real Estate, fails to complete the purchase within the specified time period.

C. The obligations of the Grantor under this Right of First Refusal to Purchase Real Estate shall not apply where the transfer of ownership of the Premises will be a result of:

- 1) a gift for nominal consideration to any or all of the Grantor's children;
- 2) the devise (or conveyance) of said Premises by the will or intestacy of the Grantor to the Grantor's children;
- 3) any sale or transfer of the Premises to any or all of the Grantor's children to a corporation in which the Grantor or the Grantor's children have a greater than 50% interest.

This Right of First Refusal to Purchase Real Estate shall survive any and all transfers, pursuant to this paragraph, and shall be binding on any and all transferees, pursuant to this paragraph, including but not limited to the Grantor's heirs and any successor individuals, entities or corporations.



- D. Any waiver of the Grantee's right shall be in writing, signed and in a form and format suitable for recording in the registry of deeds. This waiver shall serve to satisfy the Grantor's obligations under this Right of First Refusal to Purchase Real Estate to the Grantee with regard to the named buyer only.
- E. The rights and obligations of the Grantor hereunder shall inure to and be binding upon the Grantor and the Grantor's heirs, legal representatives, successors in title and assigns.

This instrument is not a deed. It does not purport to transfer a fee interest to the Grantee. No Massachusetts deed excise stamps are affixed hereto as none are required by General Laws c.64D, §1, as amended.

WITNESS the execution hereof under seal as of the day and year first above written.

GRANTORS

Keith A. Bohne  
Keith A. Bohne

Nanci Bohne  
Nanci Bohne

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

May 14, 1997

Then personally appeared the above named, Keith A. Bohne, and acknowledged the foregoing document to be his free act and deed before me,

Keith A. Bohne  
Notary Public

My commission expires:

Jan 16, 1998

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

May 14, 1997

Then personally appeared the above named, Nanci Bohne, and acknowledged the foregoing document to be her free act and deed before me,

Nanci Bohne  
Notary Public

My commission expires:

Jan 16, 1998

APR 1

## APPROVAL OF THE COMMONWEALTH OF MASSACHUSETTS

The undersigned Commissioner of Food and Agriculture of the Commonwealth of Massachusetts hereby certifies that the attached Agricultural Preservation Restriction granted by the Bohnes to the Municipality of Westford with respect to parcels of land located in Westford, Massachusetts described therein and identified as APR 1, has been approved in the public interest pursuant to Massachusetts General Laws, Chapter 184, Section 32 through 33 and Chapter 132A, Section 11A through 11D. Said Agricultural Preservation Restriction was previously recorded in the Middlesex North Registry of Deeds at Book 8569, Page 242. This approval is given in conjunction with the approval rendered for an Agricultural Preservation Restriction granted by <sup>KEITH A. and NANCY</sup> the Bohnes to the Municipality of Westford identified as "APR 2" and recorded herewith <sup>AB Inst # 19065</sup>

Date: March 6, 1998

COMMONWEALTH OF MASSACHUSETTS

By: [Signature]  
Commissioner  
Department of Food and Agriculture



COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

March 6, 1998.

Then personally appeared the above-named Jonathan L. Healy and acknowledged the foregoing to be his free act and deed before me.

Maureen M. Martel Notary Public

Name:

My Commission expires:

July 10, 1998

Approved as to Form  
Department of the Attorney

By: Lawrence E. McCormickDate: March 5, 1998

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TOWN OF WESTFORD  
AGRICULTURAL PRESERVATION RESTRICTION

I. STATEMENT OF PURPOSE

By obtaining this Agricultural Preservation Restriction, it is the intent of the Town of Westford to perpetually protect and preserve agricultural lands, encourage sound soil management practices, preserve natural resources, maintain land in active agricultural use, and ensure affordable resale values of agricultural land. No activity detrimental to the actual or potential agricultural use of the Premises, or detrimental to water conservation, soil conservation, or to good agricultural and/or forestry management practices or which is otherwise wasteful of the natural resources of the Town of Westford or Commonwealth of Massachusetts shall therefore be permitted.

II. DEFINITIONS

When used throughout this entire document, the following words or phrases shall have the following meaning:

1. Abandoned: land that has not been actively utilized for agricultural uses for a period exceeding three years unless the non-activity is recommended in a current USDA/NRCS plan.
2. Actively Engaged: deriving at least fifty-one percent (51%) of annual gross farm income from agricultural uses on the Premises.
3. Agricultural Use: the raising of animals, including but not limited to, dairy cattle, beef cattle, poultry, sheep, swine, horses, ponies, mules, goats, bees and fur-bearing animals, for the purpose of selling such animals or a product derived from such animals in the regular course of business; or when primarily and directly used

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in a related manner which is incidental thereto and represents a customary and necessary use in raising such animals and preparing them or the products derived therefrom for market, as defined in M.G.L. c. 61A, §1, as amended, and also horticultural uses, including but not limited to, the raising of fruits, vegetables, berries, nuts and other foods for human consumption, feed for animals, tobacco, flowers, sod, trees, nursery, or greenhouse products, and ornamental plants and shrubs for the purpose of selling such products in the regular course of business; or when primarily and directly used in raising forest products under a program certified by the state forester to be a planned program to improve the quantity and quality of a continuous crop for the purpose of selling such products in the regular course of business, as defined in M.G.L. c. 61A, §2, as amended.

4. Condition: including, but not limited to; an easement, restriction, covenant, right, option to purchase at agricultural value, improvement, land exchange, or any other requirement or use prohibition.
5. Permanent Structure: any structure that requires the grading of soil, or the excavation for footings or foundations.
6. Premises: approximately 3 acres of land located on Boston Road in the Municipality of Westford, in Middlesex County, Massachusetts as more fully described in Exhibit A, attached hereto and incorporated by reference into this document.
7. Temporary Structure: a structure that does not have a permanent foundation, or does not substantially alter or otherwise affect the soil profile.

### III. TERMS AND CONDITIONS

We, KEITH A. AND Nanci BOHNE, of Westford, Middlesex County, Massachusetts (the "Grantors"), for consideration of One Hundred Seventy-Five Thousand Dollars (\$175,000.00) paid, grant to the Town of Westford, acting by and through its Board of Selectmen (the "Grantee"), with an address at 55 Main Street, Westford, Massachusetts, its successors and assigns, an Agricultural

Preservation Restriction (the "Restriction") together with a "Right of First Refusal" as set forth in Exhibit B, attached hereto and incorporated by reference into this Restriction, in perpetuity on the Premises, in accordance with the following terms and conditions listed below.

By so doing, the Grantors grant all development rights (except as specifically reserved herein) that are now or hereafter allocated to, implied, reserved or inherent in the Premises to the Grantee, and the parties agree that these development rights are terminated and extinguished, except for such development rights as may be specifically approved pursuant to paragraph D hereof.

**A. RETAINED RIGHTS**

Notwithstanding any provision of this instrument to the contrary, the Grantor(s) hereby reserves to and for themselves and their heirs, devisees, legal representatives, successors and assigns, the customary rights and privileges of ownership not inconsistent with the statement of purpose herein, including but not limited to, the right to:

- (1) Privacy and to carry out regular agricultural practices.
- (2) The maintenance and use of existing trails and farm and wood roads on the Premises substantially in their present condition or as reasonably necessary for their continued use for agricultural uses.
- (3) The installation, maintenance, repair, replacement, removal and relocation of electric or gas facilities and services over or under the Premises for the purpose of providing electrical or gas utilities to the Premises for agricultural uses or for other approved uses, and the right to grant easements over or under the Premises for these utility purposes.

- (4) The construction or placement of temporary structures for agricultural uses.

**B. PROHIBITED USES**

The Grantors covenant for themselves, their heirs, devisees, legal representatives, successors and assigns, that the Premises will at all times be held, used and conveyed subject to, and not in violation of, the following restrictions:

- (1) No use shall be made of the Premises, and no activity thereon shall be permitted, which is inconsistent with the intent of this grant, as stated in the Statement of Purpose.
- (2) No non-agriculturally related temporary or permanent structure, residential dwelling, tennis court, inground swimming pool, recreational horse riding facility, golf course, golf range or airport landing strip shall be constructed, placed or permitted to remain on the Premises, except structures existing on the Premises at the time of the execution of this Restriction.
- (3) No refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste, radio-active or hazardous waste or other substance or material whatsoever shall be placed, stored, dumped or permitted to remain on the Premises, except as required for the use of the Premises for normal agricultural activities.
- (4) The Premises may not be used for:
  - (a) Transferring development rights to any property, whether or not adjacent to the Premises;
  - (b) Calculating permissible lot yield of the Premises, or of any other property;
  - (c) Use in any calculations involving development of any other property, whether or not adjacent to the Premises, in any manner whatsoever.

**C. ACTIVITIES WHICH REQUIRE PRIOR WRITTEN APPROVAL**

The following activities shall not be conducted without the

prior written approval of the Grantee in accordance with the procedures set forth in section D of this Restriction:

- (1) The construction or placing of permanent structures for housing seasonal agricultural employees or other agriculturally related uses, including related retail sales, where the need for the structures is not a result of the use of existing structures for approved non-agricultural uses.
- (2) The excavation, dredging, depositing or removal from the Premises of loam, peat, gravel, soil, sand, rock or other mineral resources, or natural deposits in accordance with a USDA Natural Resource Conservation Service Plan.
- (3) The maintenance or improvement of a septic or other underground sanitary system which exists on the Premises, or the construction of a septic or other underground sanitary system, for the benefit of an existing dwelling on the Premises.
- (4) The subdivision, recording of a subdivision plan, partition, or any other division of the Premises, or any portion thereof, into two or more parcels, even in the event that the Premises is comprised of one or more deeded parcels at the date of this Restriction. No subdivision shall be approved without the condition that new Agricultural Preservation Restrictions be recorded on the subdivided, partitioned, or otherwise divided parcels.
- (5) The use of the Premises for non-agricultural uses.
- (6) The construction or placement of an asphalt driveway, road, parking lot, utility pole, tower, conduit or line in support of a temporary or permanent structure or improvement, for the benefit of the Premises only.

#### D. APPROVAL PROCESS FOR PERMITTED ACTIVITIES

- (1) The Grantors covenant for themselves, their heirs, devisees, legal representatives, successors and assigns, that prior to undertaking any activity described in section C, the following procedure shall be followed:
  - (a) The Grantors shall file a completed written application for approval with the Grantee.

- (b) The application shall include:
    - i) a copy of a current Farm Conservation Plan, prepared by the Natural Resource Conservation Service, when requested by the Grantee; and
    - ii) any other information and plans as the Grantee of this Restriction require to reasonably determine that the intended use, activity, structure or building is consistent with the purpose of this Restriction, as stated in the Statement of Purpose.
  - (c) Prior to making an application for approval under this section, the owner shall not secure other applicable permits required by local or state law.
- (2) Within 90 days of receipt of the completed application, the Grantee may approve the application, with or without conditions, only upon findings by the Grantee that:
- (a) the proposed use, activity, structure or building is authorized by this Restriction and General Laws, Chapter 184 and 132A;
  - (b) the use, activity, or structure shall not defeat nor derogate from the intent of this Restriction as stated in the Statement of Purpose;
- (3) No application for the use of the Premises for non-agricultural uses, as provided for in section C(5), shall be approved unless the conditions of paragraph D(2) above are met, and the approval is:
- a) given to specific, individual owner(s);
  - b) for no longer than a period of five (5) years, renewable upon re-application;
  - c) to a farmer(s) actively engaged in full-time commercial farming;
  - d) not to survive transfer of ownership of the Restriction;
  - e) for an activity incidental to the agricultural use of the farm;
  - f) given when the activity will not impair the agricultural viability of the soil;
  - g) given when the activity occurs in existing structures;
  - h) given when no major renovations of existing structures are required; and
  - i) given when no new construction is required;

- (4) If, based on its findings, the Grantee approves or approves with conditions the application, it shall issue a "Certificate of Approval" suitable for recording.
- (5) If the Grantee is unable to make the findings necessary for approval, it shall state in writing its reasons for denial of the application and shall mail a copy of the denial to the applicant within 90 days of receipt of the completed application.

**E. ENFORCEMENT OF THE TERMS AND CONDITIONS**

- (1) The Grantors grant to the Grantee, and its successors at law, the right to enter the Premises in a reasonable manner and at reasonable times, for the purposes of:
  - (a) inspecting the Premises to determine compliance with this Restriction or a Certificate of Approval;
  - (b) enforcing this Restriction; and
  - (c) any other action which may be necessary or appropriate, with or without order of court, to remedy or abate any violation of this Restriction.
- (2) In the event of a violation of the terms of this Restriction, the Grantee reserves the right to pursue any remedy available at law and equity, including injunctive relief.
- (3) The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee for enforcement of this Restriction.

**F. AFFIRMATIVE COVENANT**

The Grantors agree for themselves, their heirs, devisees, legal representatives, successors and assigns, that the Premises shall remain in active agricultural use, and the land shall not be abandoned, except in accordance with a USDA Natural Resource Conservation Service Farm Management Plan, approved by the conservation district for the locality in which the Premises is

located. The Grantors and any successors in title shall be liable for any non-compliance with the terms of this Restriction which occurs during their ownership of the Premises.

#### IV. AUTHORIZATION

The foregoing Restriction is authorized by Massachusetts General Laws, Chapter 184, Sections 31 through 33, and Chapter 132A, Section 3 and Sections 11A through 11D, and otherwise by law, and is intended to ensure the protection and preservation of agricultural lands.

This Agricultural Preservation Restriction shall be administered on behalf of the Grantee by the Town of Westford Board of Selectmen. This Restriction shall be enforced by the Grantee as it in its sole discretion may decide. Nothing herein shall impose upon the Grantee any duty to maintain or require that the Premises be maintained in any particular state or condition, notwithstanding the Grantee's acceptance hereof.

Except as otherwise provided herein, this Restriction does not grant to the Grantee, the public, or any other person any right to enter upon the Premises.

This Restriction is in gross, exists in perpetuity, and is not for the benefit of or appurtenant to any particular land and shall not be assignable except to another governmental or charitable corporation or trust which has power to acquire interests in land and whose purposes include conservation of agricultural land and natural areas. The burden of this Restriction shall run with the



Premises and shall be binding upon all future owners of any interest therein. This Restriction may only be released, in whole or in part, by the Grantee by the procedures established by Section 32 of Chapter 184 of the General Laws, as amended and otherwise by Article 97 of the Amended Articles of the Massachusetts Constitution and otherwise by law.

If any section or provision of the Restriction shall be held to be unenforceable by any court of competent jurisdiction, this Restriction shall be construed as though such section had not been included in it. If any section or provision of the Restriction shall be subject to two constructions, one of which would render such section or provision invalid, then such section or provision shall be given the construction that would render it valid. If any section or provision of this deed Restriction is ambiguous, it shall be interpreted in accordance with the policy and provisions expressed in the General Laws, Chapter 184, Sections 31 through 33, and Chapter 132A, Sections 3 and Sections 11A through 11D, and the regulations duly promulgated in accordance with said Chapters as exist and are in effect as the date of this instrument.

This instrument is not a deed. It does not purport to transfer a fee interest to the Grantee. No Massachusetts deed excise stamps are affixed hereto as none are required by General Laws 64D, Section 1, as amended.

WITNESS the execution hereof under seal this 28<sup>th</sup> day of

January, 1998.

Keith A. Bohne

Nanci Bohne

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

January 28, 1998

Then personally appeared the above-named KEITH A. BOHNE  
and NANCI BOHNE and acknowledged the foregoing  
instrument to be their free act and deed before me.

Ken O'Donoghue  
Name:

Notary Public

My Commission Expires Jan 25, 2001

## APPROVAL OF THE COMMONWEALTH OF MASSACHUSETTS

The undersigned Commissioner of Food and Agriculture of the Commonwealth of Massachusetts hereby certifies that the foregoing Agricultural Preservation Restriction granted by the Bohnes to the Municipality of Westford with respect to parcels of land located in Westford, Massachusetts described therein, identified as "APR 2" has been approved in the public interest pursuant to Massachusetts General Laws, Chapter 184, Section 32 through 33 and Chapter 132A, Section 11A through 11D. This approval is given in conjunction with the approval rendered for an Agricultural Preservation Restriction granted by the Bohnes to the Municipality of Westford identified as "APR 1" and recorded herewith.

Date: March 6, 1998

COMMONWEALTH OF MASSACHUSETTS

By: James S. Huf  
Commissioner  
Department of Food and Agriculture

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss. March 6, 1998

Then personally appeared the above-named James S. Huf and acknowledged the foregoing to be his free act and deed before me.

Marion M. Martel Notary Public  
Name:  
My Commission expires: July 14, 1998

Approved as to Form  
Department of the Attorney

By: Lawrence C. McCormick  
Date: March 5, 1998

## APPROVAL OF THE MUNICIPALITY OF WESTFORD

We, the Board of Selectmen of the Town of Westford, hereby approve the acceptance of the foregoing Agricultural Preservation Restriction granted by Keith A. and Nanci Bohné, to the Town, with respect to parcels of land located in Westford, Massachusetts, described therein, in the public interest pursuant to Massachusetts General Laws, Chapter 184, Sections 31 through and including 33.

Date: January 28, 1998

## BOARD OF SELECTMEN

John E. Knebel Jr.  
Chairman

Geraldine Doherty  
Mr. J. [Signature]

## COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS

January 28, 1998

Then personally appeared the above-named Westford Selectmen

and acknowledged the foregoing to be their free act and deed before me.

Nancy J. Oakes  
Name: Nancy J. Oakes Notary Public  
My Commission Expires: Oct. 2, 2003

## EXHIBIT A

## TO AGRICULTURAL PRESERVATION RESTRICTION

A tract of land consisting of 123,693 ± square feet, being a portion of the property described in deeds recorded in the Middlesex North Registry of Deeds at Book 2201, Page 621, and Book 2421, Page 433 and shown as APR 2 on Plan entitled "Compiled Plan of Land" prepared by Diversified Civil Engineering dated May 6, 1997 and recorded with said Middlesex North District Registry of Deeds at Book of Plans 194, Plan 7.

## EXHIBIT B

RIGHT OF FIRST REFUSAL  
TO PURCHASE REAL ESTATE

We, Keith A. Bohne and Nanci Bohne, 31 Tadmuck Road, Westford, Massachusetts, (collectively the "Grantor") for good and valuable consideration, receipt of which is hereby acknowledged do hereby grant a Right of First Refusal to Purchase Real Estate to the Town of Westford, 55 Main Street, Westford, Massachusetts, (the "Grantee") for the purchase of land located in Westford, Middlesex County, Westford, Massachusetts, described in deeds recorded in the Middlesex North Registry of Deeds at Book 2201, Page 621 and Book 2421, Page 433, and shown as "APR 1" on a Plan entitled "Compiled Plan of Land" prepared by Diversified Civil Engineering dated May 6, 1997 and recorded herewith as described in Exhibit "A" attached hereto and made a part hereof (the "Premises").

A. The Grantor agrees that no sale of all, or any portion of, or any interest in, the Premises to a third party will occur without first offering to sell the Premises to the Grantee and unless:

- 1) the Grantors have received a bona fide offer to purchase the same;
- 2) the Grantors have given the Grantee written notice (which shall be deemed to be duly given when mailed by certified mail to the Grantee addressed to Town Manager, Town Hall, 55 Main Street, Westford, Massachusetts 01886) stating the name and address of the offeror and the terms and conditions of said bona fide offer and the encumbrances subject to which the Premises, or any part thereof, are to be conveyed and containing a true, accurate and complete copy of said bona fide offer and containing an offer by the Grantors to sell the same to the Grantee on the same terms and conditions as said bona fide offer; and
- 3) the Grantee has not, within one hundred twenty (120) days after the giving of such notice, mailed or otherwise given the Grantor written notice (which shall be deemed to be duly given when mailed by certified mail to Grantor addressed to Keith A. Bohne and Nanci Bohne, 31 Tadmuck Road, Westford, Massachusetts 01886) that the Grantee elects to purchase the same in accordance with the offer. In the event the Grantee elects to purchase the Premises, title thereto shall be conveyed by a good and sufficient Quitclaim Deed conveying a good and clear record and marketable title thereto, free from all encumbrances except as stated in said bona fide offer and such deed shall be delivered and the consideration paid at the Middlesex North Registry of Deeds at 9:00 o'clock a.m. on

the thirtieth (30th) day after the date of the giving of such notice of election to purchase.

In the event that the Grantee shall not give such notice of election to purchase within the time above specified or in the event that the Grantee shall, after giving such notice, fail to complete such purchase as hereinabove provided, then the Grantor shall be free thereafter to sell and convey the Premises to the offeror named in the Grantor's notice at a price not lower than that specified therein, but the Grantor shall not sell or convey the Premises or any part thereof to any other person or at any lower price without again offering the same to the Grantee.

B. The Grantor may sell the Premises, within one (1) year of the date of the Grantee's receipt of Notice, to the purchaser who has made the bona fide offer referred to in paragraph A above, only in the event that the Grantee:

- 1) declines in writing to elect its Right of First Refusal to Purchase Real Estate within the specified time period; or
- 2) fails to exercise its Right of First Refusal to Purchase Real Estate in writing within the specified time period; or
- 3) having elected its Right of First Refusal to Purchase Real Estate, fails to complete the purchase within the specified time period.

C. The obligations of the Grantor under this Right of First Refusal to Purchase Real Estate shall not apply where the transfer of ownership of the Premises will be a result of:

- 1) a gift for nominal consideration to any or all of the Grantor's children;
- 2) the devise (or conveyance) of said Premises by the will or intestacy of the Grantor to the Grantor's children;
- 3) any sale or transfer of the Premises to any or all of the Grantor's children to a corporation in which the Grantor or the Grantor's children have a greater than 50% interest.

This Right of First Refusal to Purchase Real Estate shall survive any and all transfers, pursuant to this paragraph, and shall be binding on any and all transferees, pursuant to this paragraph, including but not limited to the Grantor's heirs and any successor individuals, entities or corporations.

- D. Any waiver of the Grantee's right shall be in writing, signed and in a form and format suitable for recording in the registry of deeds. This waiver shall serve to satisfy the Grantor's obligations under this Right of First Refusal to Purchase Real Estate to the Grantee with regard to the named buyer only.
- E. The rights and obligations of the Grantor hereunder shall inure to and be binding upon the Grantor and the Grantor's heirs, legal representatives, successors in title and assigns.

This instrument is not a deed. It does not purport to transfer a fee interest to the Grantee. No Massachusetts deed excise stamps are affixed hereto as none are required by General Laws c.64D, §1, as amended.

WITNESS the execution hereof under seal as of the day and year first above written.

## GRANTORS

Keith A. Bohn  
Keith A. Bohn

Nanci Bohn  
Nanci Bohn

## COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

Jan. 28, 1998

Then personally appeared the above named, Keith A. Bohn, and acknowledged the foregoing document to be his free act and deed before me,

[Signature]  
Notary Public  
My commission expires Jan 28, 2005

## COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

Jan 28, 1998

Then personally appeared the above named, Nanci Bohn, and acknowledged the foregoing document to be her free act and deed before me,

[Signature]  
Notary Public  
My commission expires Jan 28, 2005



EXHIBIT A

TO RIGHT OF FIRST REFUSAL TO PURCHASE REAL ESTATE

A tract of land consisting of 123,693 ± square feet, being a portion of the property described in deeds recorded in the Middlesex North Registry of Deeds at Book 2201, Page 621, and Book 2421, Page 433 and shown as APR 2 on Plan entitled "Compiled Plan of Land" prepared by Diversified Civil Engineering dated May 6, 1997 and recorded with said Middlesex North District Registry of Deeds at Book of Plans 194, Plan 7.

## TOWN OF WESTFORD

## AGRICULTURAL PRESERVATION RESTRICTION

## I. STATEMENT OF PURPOSE

By obtaining this Agricultural Preservation Restriction, it is the intent of the Town of Westford to perpetually protect and preserve agricultural lands, encourage sound soil management practices, preserve natural resources, maintain land in active agricultural use, and ensure affordable resale values of agricultural land. No activity detrimental to the actual or potential agricultural use of the Premises, or detrimental to water conservation, soil conservation, or to good agricultural and/or forestry management practices or which is otherwise wasteful of the natural resources of the Town of Westford and the Commonwealth of Massachusetts shall therefore be permitted.

## II. DEFINITIONS

When used throughout this entire document, the following words or phrases shall have the following meaning:

1. Abandoned: land that has not been actively utilized for agricultural uses for a period exceeding three years unless the non-activity is recommended in a current USDA/SCS plan.
2. Actively Engaged: deriving substantial annual farm income from agricultural uses of all available areas and the two contiguous parcels as referenced in Section VI of the Premises.

3. Agricultural Use: the raising of animals, including but not limited to, dairy cattle, beef cattle, poultry, sheep, swine, horses, ponies, mules, goats, bees and fur-bearing animals, for the purpose of selling such animals or a product derived from such animals in the regular course of business; or when primarily and directly used in a related manner which is incidental thereto and represents a customary and necessary use in raising such animals and preparing them or the products derived therefrom for market, as defined in M.G.L. c. 61A, §1, as amended, and also horticultural uses, including but not limited to, the raising of fruits, vegetables, berries, nuts and other foods for human consumption, feed for animals, tobacco, flowers, sod, trees, nursery, or greenhouse products, and ornamental plants and shrubs for the purpose of selling such products in the regular course of business; or when primarily and directly used in raising forest products under a program certified by the state forester to be a planned program to improve the quantity and quality of a continuous crop for the purpose of selling such products in the regular course of business, as defined in M.G.L. c. 61A, §2, as amended.
4. Condition: including, but not limited to; an easement, restriction, covenant, right, option to purchase at agricultural value, improvement, land exchange, or any other requirement or use prohibition.
5. Permanent Structure: any structure that requires the grading of soil, or the excavation for footings or foundations.
6. Premises: approximately 3 acres of land located on Boston Road in the Municipality of Westford, in Middlesex County, Massachusetts as more fully described in Exhibit A, attached hereto and incorporated by reference into this document.
7. Temporary Structure: a structure that does not have a permanent foundation, or does not substantially alter or otherwise affect the soil profile.

### III. TERMS AND CONDITIONS

We, KEITH A. AND Nanci BOHNE, of Westford, Middlesex County, Massachusetts (the "Grantors"), for consideration of One Hundred

seventy-five Thousand Dollars (\$175,000.00) paid, grant to the Town of Westford, acting by and through its Board of Selectmen (the "Grantees"), with an address at 55 Main Street, Westford, Massachusetts, its successors and assigns, an Agricultural Preservation Restriction (the "Restriction") together with a "Right of First Refusal" as set forth in Exhibit B, attached hereto and incorporated by reference into this Restriction, in perpetuity on the Premises, in accordance with the following terms and conditions listed below.

By so doing, the Grantors grant all development rights (except as specifically reserved herein) that are now or hereafter allocated to, implied, reserved or inherent in the Premises to the Grantees, and the parties agree that these development rights are terminated and extinguished, except for such development rights as may be specifically approved pursuant to paragraph D hereof.

#### A. RETAINED RIGHTS

Notwithstanding any provision of this instrument to the contrary, the Grantor(s) hereby reserves to and for themselves and their heirs, devisees, legal representatives, successors and assigns, the customary rights and privileges of ownership not inconsistent with the statement of purpose herein, including but not limited to, the right to:

- (1) Privacy and to carry out regular agricultural practices.

- (2) The maintenance and use of existing trails and farm and wood roads on the Premises substantially in their present condition or as reasonably necessary for their continued use for agricultural uses.

The installation, maintenance, repair, replacement, removal and relocation of electric or gas facilities and services over or under the Premises for the purpose of providing electrical or gas utilities to the Premises for agricultural uses or for other approved uses, and the right to grant easements over or under the Premises for these utility purposes.

- (4) The construction or placement of temporary structures for agricultural uses.
- (5) The maintenance of the existing farmstand-country store building and the continuation of the present use thereof.
- (6) The maintenance of three existing hoop-greenhouses and the use thereof as greenhouses.

#### B. PROHIBITED USES

The Grantors covenant for themselves, their heirs, devisees, legal representatives, successors and assigns, that the Premises will at all times be held, used and conveyed subject to, and not in violation of, the following restrictions:

- (1) Other than the retained rights set forth in paragraph A above, no use shall be made of the Premises, and no activity thereon shall be permitted, which is inconsistent with the intent of this grant.
- (2) No non-agriculturally related temporary or permanent structure, residential dwelling, tennis court, inground swimming pool, recreational horse riding facility, golf course, golf range or airport landing strip shall be constructed, placed or permitted to remain on the Premises, except structures existing on the Premises at the time of the execution of this Restriction and expansions thereto which may receive approvals pursuant to paragraphs C and D below.

- (3) No refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste, radio-active or hazardous waste or other substance or material whatsoever shall be placed, stored, dumped or permitted to remain on the Premises, except as required for the use of the Premises for normal agricultural activities.
- (4) The Premises may not be used for:
  - (a) Transferring development rights to any property, whether or not adjacent to the Premises;
  - (b) Calculating permissible lot yield of the Premises, or of any other property;
  - (c) Use in any calculations involving development of any other property, whether or not adjacent to the Premises, in any manner whatsoever.

**C. ACTIVITIES WHICH REQUIRE PRIOR WRITTEN APPROVAL**

The following activities shall not be conducted without the prior written approval of the Grantees in accordance with the procedures set forth in section D of this Restriction:

- (1) The construction or placing of permanent structures for housing seasonal agricultural employees or other agricultural uses and non-agricultural uses, including related retail sales.
- (2) The excavation, dredging, depositing or removal from the Premises of loam, peat, gravel, soil, sand, rock or other mineral resources, or natural deposits in accordance with a USDA Soil Conservation Service Plan.
- (3) The maintenance or improvement of a septic or other underground sanitary system which exists on the Premises, or the construction of a septic or other underground sanitary system, for the benefit of an existing dwelling on the Premises.
- (4) The subdivision, recording of a subdivision plan, partition, or any other division of the Premises, or any portion thereof, into two or more parcels, even in the event that the Premises is comprised of one or more deeded parcels at the date of this Restriction. No



subdivision shall be approved without the condition that new Agricultural Preservation Restrictions be recorded on the subdivided, partitioned, or otherwise divided parcels.

- (5) The use of the Premises for non-agricultural uses except as provided in paragraph A above.
- (6) The construction or placement of an asphalt driveway, road, parking lot, utility pole, tower, conduit or line in support of a temporary or permanent structure or improvement, for the benefit of the Premises only.

**D. APPROVAL PROCESS FOR PERMITTED ACTIVITIES**

- (1) The Grantors covenant for themselves, their heirs, devisees, legal representatives, successors and assigns, that prior to undertaking any activity described in section C, the following procedure shall be followed:
  - (a) The Grantors shall file a completed written application for approval with each Grantees.
  - (b) The application shall include:
    - i) a copy of a current Farm Conservation Plan, prepared by the U.S.D.A. Soil Conservation Service, when requested by the Grantees; and
    - ii) any other information and plans as the Grantees of this Restriction require to reasonably determine that the intended use, activity, structure or building is consistent with the purpose of this Restriction, as stated in the Statement of Purpose.
  - (c) Prior to making an application for approval under this section, the owner shall not secure other applicable permits required by local or state law.
- (2) Within 90 days of receipt of the completed application, the Grantees may approve the application, with or without conditions, only upon findings by Grantees that:
  - (a) the proposed use, activity, structure or building is authorized by this Restriction and General

Laws, Chapter 184 and 132A;

- (b) the use, activity, or structure shall not defeat nor derogate from the intent of this Restriction.
- (3) No application for the use of the Premises or the buildings thereon for non-agricultural uses, as provided for in section C(1) and C(5), shall be approved unless the conditions of paragraph D(2) above are met, and the approval is:
  - a) to a farmer(s) actively engaged in full-time commercial farming;
  - b) for an activity incidental to the agricultural use of the farm;
  - c) given when the activity will not impair the agricultural viability of the soil;
  - d) given when the activity occurs in existing structures or expansions thereof which may be approved hereunder;
  - e) given when no major renovations of existing structures are required; and
  - f) given when no major new construction is required;
  - g) not to survive transfer of ownership of the premises to any person not actively engaged in full-time commercial farming of the premises and the two contiguous sections of property as described in deeds recorded at the Middlesex North Registry of Deeds at Book 2201, Page 621 and Book 2421, Page 433.
- (4) If, based on its findings, the Grantees approve or approve with conditions the application, they shall jointly issue a "Certificate of Approval" suitable for recording.
- (5) If the Grantees are unable to make the findings necessary for approval, they shall state in writing their reasons for denial of the application and shall mail a copy of the denial to the applicant within 90 days of receipt of the completed application.



**E. ENFORCEMENT OF THE TERMS AND CONDITIONS**

- (1) The Grantors grant to the Grantees, and their successors at law, the right to enter the Premises in a reasonable manner and at reasonable times, for the purposes of:
  - (a) inspecting the Premises to determine compliance with this Restriction or a Certificate of Approval;
  - (b) enforcing this Restriction; and
  - (c) any other action which may be necessary or appropriate, with or without order of court, to remedy or abate any violation of this Restriction.
- (2) In the event of a violation of the terms of this Restriction, the Grantees reserve the right to pursue any remedy available at law and equity, including injunctive relief.
- (3) The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantees for enforcement of this Restriction.

**F. AFFIRMATIVE COVENANT**

The Grantors agree for themselves, their heirs, devisees, legal representatives, successors and assigns, that the Premises shall remain in active agricultural use, and the land shall not be abandoned, except in accordance with a USDA Soil Conservation Service Farm Management Plan, approved by the conservation district for the locality in which the Premises is located. The Grantors and any successors in title shall be liable for any non-compliance with the terms of this Restriction which occurs during their ownership of the Premises.

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#### IV. AUTHORIZATION

The foregoing Restriction is authorized by Massachusetts General Laws, Chapter 184, Sections 31 through 33, and otherwise by law, and is intended to ensure the protection and preservation of agricultural lands.

This Agricultural Preservation Restriction shall be administered on behalf of the Grantees by the Town of Westford Board of Selectmen. This Restriction shall be enforced by the Grantees as they in their sole discretion may decide. Nothing herein shall impose upon the Grantees any duty to maintain or require that the Premises be maintained in any particular state or condition, notwithstanding the Grantees' acceptance hereof.

Except as otherwise provided herein, this Restriction does not grant to the Grantees, the public, or any other person any right to enter upon the Premises.

This Restriction is in gross, exists in perpetuity, and is not for the benefit of or appurtenant to any particular land and shall not be assignable except to another governmental or charitable corporation or trust which has power to acquire interests in land and whose purposes include conservation of agricultural land and natural areas. The burden of this Restriction shall run with the Premises and shall be binding upon all future owners of any interest therein. This Restriction may only be released, in whole or in part, by the Grantees by the procedures established by Section 32 of Chapter 184 of the General

Laws, as amended and otherwise by Article 97 of the Amended Articles of the Massachusetts Constitution and otherwise by law.

If any section or provision of the Restriction shall be held to be unenforceable by any court of competent jurisdiction, this Restriction shall be construed as though such section had not been included in it. If any section or provision of the Restriction shall be subject to two constructions, one of which would render such section or provision invalid, then such section or provision shall be given the construction that would render it valid. If any section or provision of this deed Restriction is ambiguous, it shall be interpreted in accordance with the policy and provisions expressed in the General Laws, Chapter 184, Sections 31 through 33, and Chapter 132A, Sections 3 and Sections 11A through 11D, and the regulations duly promulgated in accordance with said Chapters as exist and are in effect as the date of this instrument.

#### V. TRANSFER OF PREMISES

No interest in the premises shall be transferred or alienated unless said transfer or alienation is in conjunction with a transfer or alienation of the two contiguous orchard parcels which along with the Premises are described in deeds recorded at the Middlesex North Registry of Deeds at Book 2201, Page 621 and Book 2421, Page 433.

This instrument is not a deed. It does not purport to transfer a fee interest to the Grantees. No Massachusetts deed excise stamps are affixed hereto as none are required by General Laws 64D, Section 1, as amended.

WITNESS the execution hereof under seal this 30<sup>th</sup> day of

April, 1999

Keith A Bohne

Nanci Bohne

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss

April 30<sup>th</sup>, 1999

Then personally appeared the above-named Keith A Bohne and Nanci Bohne acknowledged the foregoing instrument to be their free act and deed before me.

K. J. O'Neil

Notary Public

Name:

My Commission Expires Sept 30, 2005

## APPROVAL OF THE MUNICIPALITY OF WESTFORD

We, the Board of Selectmen of the Town of Westford, hereby approve the acceptance of the foregoing Agricultural Preservation Restriction granted by Keith A. and Nanci Bohne, to the Town, with respect to parcels of land located in Westford, Massachusetts described therein, in the public interest pursuant to Massachusetts General Laws, Chapter 184, Sections 31 through and including 33.

Date: March 23, 1999

## BOARD OF SELECTMEN

*Michael Ingalls*  
Chairman  
Michael Ingalls

*Hal Schreiber*  
Hal Schreiber

*Geraldine Healy-Coffin*  
Geraldine Healy-Coffin

*John E. Wrobel, Jr.*  
John E. Wrobel, Jr.

## COMMONWEALTH OF MASSACHUSETTS

Middlesex

, ss

March 23, 1999

Then personally appeared the above-named Michael Ingalls, Hal Schreiber, Geraldine Healy-Coffin and John E. Wrobel, Jr., and acknowledged the foregoing to be their free act and deed before me.

*Nancy J. Oakes* Notary Public

Name:

My Commission Expires:

NANCY J. OAKES  
Notary Public

My Comm. Expires Oct. 2, 2003



## APPROVAL OF THE COMMONWEALTH OF MASSACHUSETTS

The undersigned Commissioner of Food and Agriculture of the Commonwealth of Massachusetts hereby certifies that the foregoing Agricultural Preservation Restriction granted by Keith A. and Nanci Bohne to the Commonwealth of Massachusetts and the Municipality of Westford with respect to parcels of land located in Westford, Massachusetts described therein, has been approved in the public interest pursuant to Massachusetts General Laws, Chapter 184, Section 32 through 33 and Chapter 132A, Section 11A through 11D.

Date: APRIL 29, 1999 COMMONWEALTH OF MASSACHUSETTS

By: Julia P. Healy Commissioner, Department of  
Food and Agriculture

## COMMONWEALTH OF MASSACHUSETTS

SUFFOLK

, ss

APRIL 29, 1999.

Then personally appeared the above-named JONATHAN L. HEALY  
and acknowledged the foregoing to be his free act and deed  
before me.

Lawrence C. McCormick Notary Public  
Name:  
My Commission expires: October 1, 2004

Approved as to Form  
General Counsel

By: Lawrence C. McCormick

Date: 4/29/99

**EXHIBIT A**  
**TO AGRICULTURAL PRESERVATION RESTRICTION**

A tract of land consisting of 124,000 ± square feet, being a portion of property described in deeds recorded in the Middlesex North Registry of Deeds at Book 2201, Page 621 and Book 2421, Page 411 and shown as APR 3 on a Plan entitled "Compiled Plan of Land" prepared by Diversified Civil Engineering dated May 6, 1997 and recorded at the Middlesex North Registry of Deeds at Book of Plans 194 Plan 7.



## EXHIBIT B

RIGHT OF FIRST REFUSAL  
TO PURCHASE REAL ESTATE

We, Keith A. Bohne and Nanci Bohne, 31 Tadmuck Road, Westford, Massachusetts, (collectively the "Grantors") for good and valuable consideration, receipt of which is hereby acknowledged do hereby grant a Right of First Refusal to Purchase Real Estate to the Town of Westford, 55 Main Street, Westford, Massachusetts, (the "Grantee") for the purchase of land located in Westford, Middlesex County, Westford, Massachusetts, described in deeds recorded in the Middlesex North Registry of Deeds at Book 2201, Page 621 and Book 2421, Page 433, and shown as "APR 3" on a Plan entitled "Compiled Plan of Land" prepared by Diversified Civil Engineering dated May 6, 1997 and recorded herewith as described in Exhibit "A" attached hereto and made a part hereof (the "Premises")

A. The Grantor agrees that no sale of all, or any portion of, or any interest in, the Premises to a third party will occur without first offering to sell the Premises to the Grantee and unless:

- 1) the Grantors have received a bona fide offer to purchase the same;
- 2) the Grantors have given the Grantee written notice (which shall be deemed to be duly given when mailed by certified mail to the Grantee addressed to Town Manager, Town Hall, 55 Main Street, Westford, Massachusetts 01886) stating the name and address of the offeror and the terms and conditions of said bona fide offer and the encumbrances subject to which the Premises, or any part thereof, are to be conveyed and containing a true, accurate and complete copy of said bona fide offer and containing an offer by the Grantors to sell the same to the Grantee on the same terms and conditions as said bona fide offer; and
- 3) the Grantee has not, within one hundred twenty (120) days after the giving of such notice, mailed or otherwise given the Grantor written notice (which shall be deemed to be duly given when mailed by certified mail to Grantor addressed to Keith A. Bohne and Nanci Bohne, 31 Tadmuck Road, Westford, Massachusetts 01886) that the Grantee elects to purchase the same in accordance with the offer. In the event the Grantee elects to purchase the Premises, title thereto shall be conveyed by a good and sufficient Quitclaim Deed



conveying a good and clear record and marketable title thereto, free from all encumbrances except as stated in said bona fide offer and such deed shall be delivered and the consideration paid at the Middlesex North Registry of Deeds at 9:00 o'clock a.m. on the thirtieth (30th) day after the date of the giving of such notice of election to purchase.

In the event that the Grantee shall not give such notice of election to purchase within the time above specified or in the event that the Grantee shall, after giving such notice, fail to complete such purchase as hereinabove provided, then the Grantor shall be free thereafter to sell and convey the Premises to the offeror named in the Grantor's notice at a price not lower than that specified therein, but the Grantor shall not sell or convey the Premises or any part thereof to any other person or at any lower price without again offering the same to the Grantee.

B. The Grantor may sell the Premises, within one (1) year of the date of the Grantee's receipt of Notice, to the purchaser who has made the bona fide offer referred to in paragraph A above, only in the event that the Grantee:

- 1) declines in writing to elect its Right of First Refusal to Purchase Real Estate within the specified time period; or
- 2) fails to exercise its Right of First Refusal to Purchase Real Estate in writing within the specified time period; or
- 3) having elected its Right of First Refusal to Purchase Real Estate, fails to complete the purchase within the specified time period.

C. The obligations of the Grantor under this Right of First Refusal to Purchase Real Estate shall not apply where the transfer of ownership of the Premises will be a result of:

- 1) a gift for nominal consideration to any or all of the Grantor's children;
- 2) the devise (or conveyance) of said Premises by the will or intestacy of the Grantor to the Grantor's children;
- 3) any sale or transfer of the Premises to any or all of the Grantor's children to a corporation in which the Grantor or the Grantor's children have a greater than 50% interest.

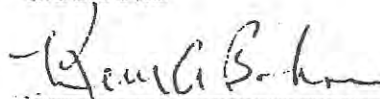
This Right of First Refusal to Purchase Real Estate shall survive any and all transfers, pursuant to this paragraph, and shall be binding on any and all transferees, pursuant to this paragraph, including but not limited to the Grantor's heirs and any successor individuals, entities or corporations.

- D. Any waiver of the Grantee's right shall be in writing, signed and in a form and format suitable for recording in the registry of deeds. This waiver shall serve to satisfy the Grantor's obligations under this Right of First Refusal to Purchase Real Estate to the Grantee with regard to the named buyer only.
- E. The rights and obligations of the Grantor hereunder shall inure to and be binding upon the Grantor and the Grantor's heirs, legal representatives, successors in title and assigns.

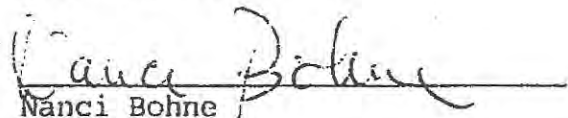
This instrument is not a deed. It does not purport to transfer a fee interest to the Grantee. No Massachusetts deed excise stamps are affixed hereto as none are required by General Laws c.64D, §1, as amended.

WITNESS the execution hereof under seal as of the day and year first above written.

GRANTORS



Keith A. Bohne



Nanci Bohne

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

April 30, 1999

Then personally appeared the above named, Keith A. Bohne, and acknowledged the foregoing document to be his free act and deed before me,



Notary Public

My commission expires: Jan 15, 2005

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

April 30, 1999

Then personally appeared the above named, Nanci Bohne, and acknowledged the foregoing document to be her free act and deed before me,

K. J. [Signature]  
Notary Public

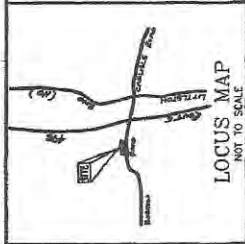
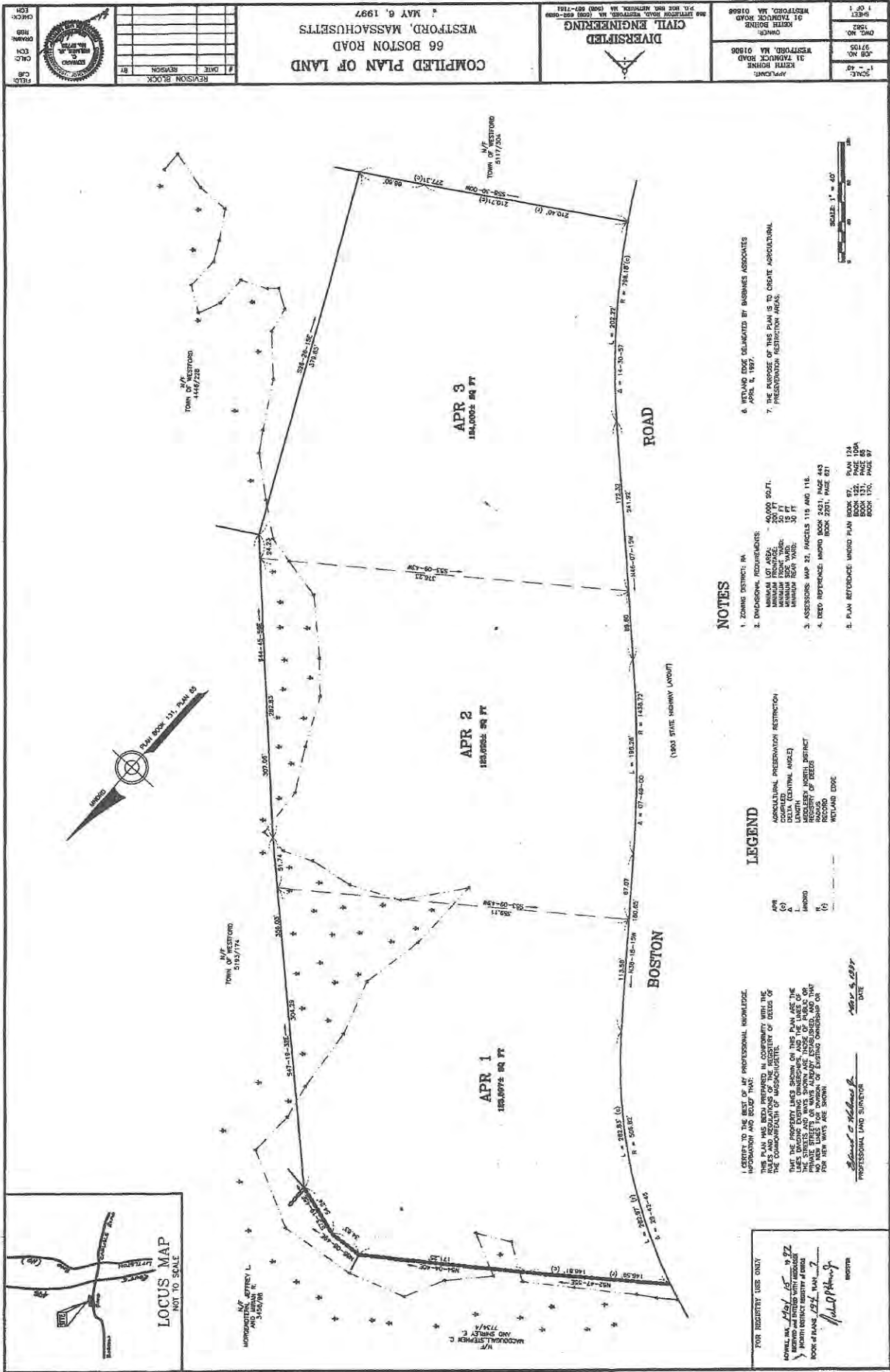
My commission expires: Jan 28, 2005

## EXHIBIT A

## TO RIGHT OF FIRST REFUSAL TO PURCHASE REAL ESTATE

A tract of land consisting of 124,000 ± square feet, being a portion of property described in deeds recorded in the Middlesex North Registry of Deeds at Book 2201, Page 621 and Book 2421, Page 433 and shown as APR 3 on a Plan entitled "Compiled Plan of Land" prepared by Diversified Civil Engineering dated May 6, 1997 and recorded at the Middlesex North Registry of Deeds at Book of Plans 194 Plan 7.

## **APR PLAN**



APPLICANT	WESTFORD, MA 01880
OWNER	WESTFORD, MA 01880
DATE	APRIL 2, 1997

**CIVIL ENGINEERING**  
P.L. HILL & ASSOCIATES, INC.  
1000 STATE HIGHWAY 1A  
WESTFORD, MA 01880  
TEL: (508) 897-7111  
FAX: (508) 897-7112

**COMPILED PLAN OF LAND**  
66 BOSTON ROAD  
WESTFORD, MASSACHUSETTS  
MAY 8, 1997

REVISION BLOCK	DATE	REVISION
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

FIELD  
C.B.  
CALC  
E.C.  
DRAWN  
M.B.  
CHECK  
E.C.

**NOTES**

1. ZONING DISTRICT: RA
2. DIMENSIONAL REQUIREMENTS:  
MINIMUM LOT AREA: 40,000 SQ. FT.  
MINIMUM FRONT SETBACK: 200 FT.  
MINIMUM SIDE SETBACK: 15 FT.  
MINIMUM REAR SETBACK: 30 FT.
3. ASSESSORS MAP 21, PARCELS 115 AND 116
4. DEED REFERENCE: MHPD BOOK 2411, PAGE 413
5. PLAN REFERENCE: UNIFIED PLAN BOOK 97, PAGE 12A; BOOK 132, PAGE 10A; BOOK 133, PAGE 10A; BOOK 134, PAGE 10A; BOOK 135, PAGE 10A

6. WETLAND EDGE DELINEATED BY BUSINESS ASSOCIATES  
APRIL 2, 1997.

7. THE PURPOSE OF THIS PLAN IS TO CREATE AGRICULTURAL PRESERVATION RESTRICTION AREAS.

**LEGEND**

APR 1  
APR 2  
APR 3  
WETLAND  
WETLAND EDGE  
WETLAND RESTRICTION

AGRICULTURAL PRESERVATION RESTRICTION  
WETLAND  
WETLAND EDGE  
WETLAND RESTRICTION

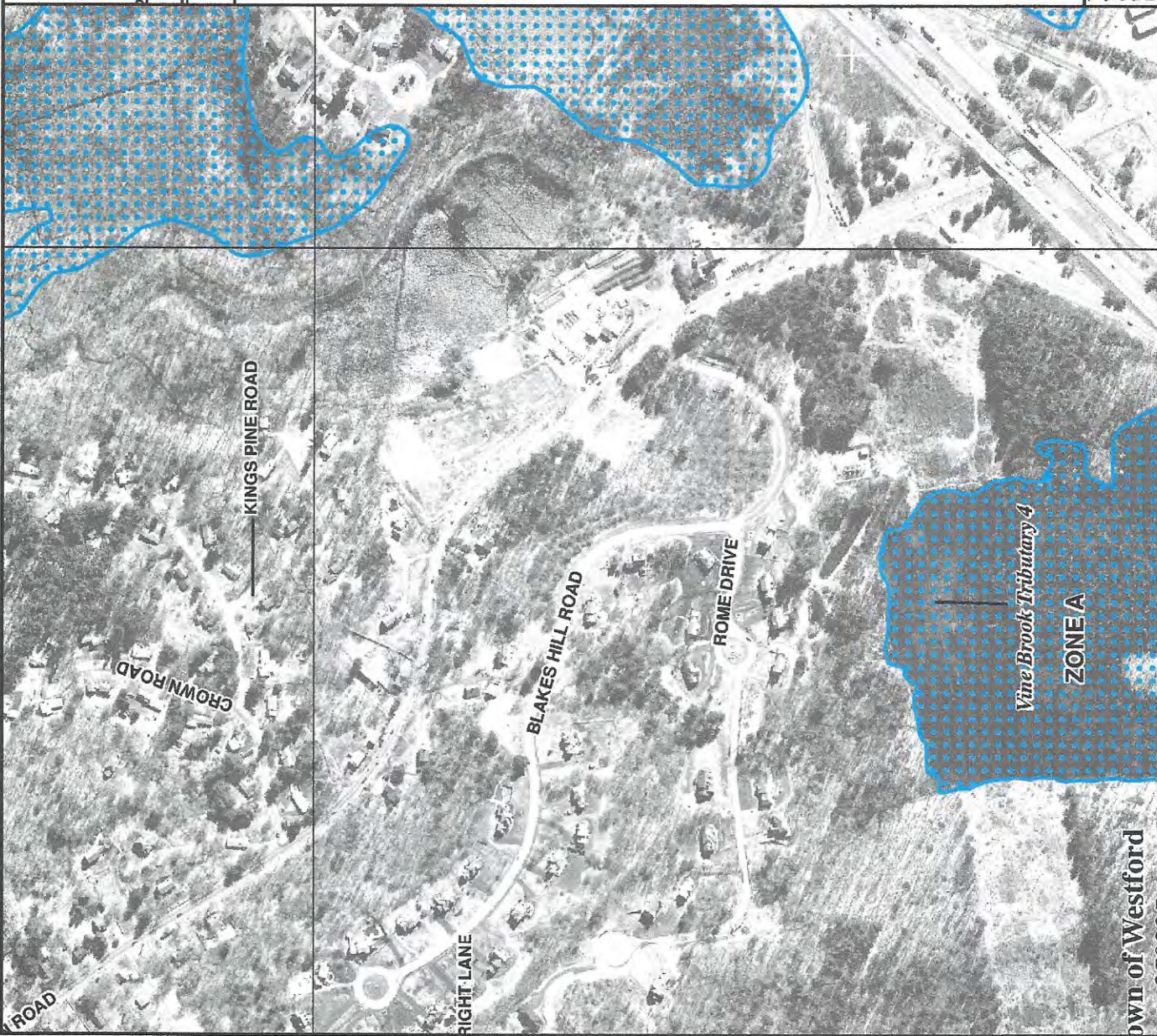
FOR PROPERTY USE ONLY


APPLICANT: Westford, MA  
DATE: APRIL 2, 1997

PROFESSIONAL LAND SURVEYOR: [Signature]

# **FLOOD MAP**







MAP SCALE 1" = 500'

250 0 500 1000

FEET METERS

**NFIP** **NATIONAL FLOOD INSURANCE PROGRAM**

PANEL 0233F

**FIRM**


FLOOD INSURANCE RATE MAP

MIDDLESEX COUNTY,  
MASSACHUSETTS  
(ALL JURISDICTIONS)

PANEL 233 OF 656  
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:	COMMUNITY	NUMBER	PANEL	SUFFIX
	WESTFORD, TOWN OF	250225	0233	F

Notice to User: The Map Number shown below should be used when placing map orders; the Community Number shown above should be used on insurance applications for the subject community.



MAP NUMBER  
25017C0233F  
MAP REVISED  
JULY 7, 2014  
Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at [www.msc.fema.gov](http://www.msc.fema.gov)

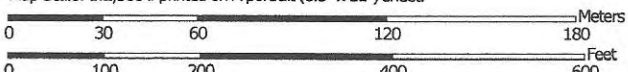


# **SOILS MAP**

# Soil Map—Middlesex County, Massachusetts



Map Scale: 1:2,300 if printed on A portrait (8.5" x 11") sheet.



Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 19N WGS84







































**Natural Resources  
Conservation Service**

Web Soil Survey  
National Cooperative Soil Survey

9/17/2014  
Page 1 of 3

# Soil Map—Middlesex County, Massachusetts

## MAP LEGEND

<b>Area of Interest (AOI)</b>			Spoil Area
	Area of Interest (AOI)		Stony Spot
<b>Soils</b>			Very Stony Spot
	Soil Map Unit Polygons		Wet Spot
	Soil Map Unit Lines		Other
	Soil Map Unit Points		Special Line Features
<b>Special Point Features</b>		<b>Water Features</b>	
	Blowout		Streams and Canals
	Borrow Pit	<b>Transportation</b>	
	Clay Spot		Rails
	Closed Depression		Interstate Highways
	Gravel Pit		US Routes
	Gravelly Spot		Major Roads
	Landfill		Local Roads
	Lava Flow	<b>Background</b>	
	Marsh or swamp		Aerial Photography
	Mine or Quarry		
	Miscellaneous Water		
	Perennial Water		
	Rock Outcrop		
	Saline Spot		
	Sandy Spot		
	Severely Eroded Spot		
	Sinkhole		
	Slide or Slip		
	Sodic Spot		

## MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:25,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service  
Web Soil Survey URL: <http://websoilsurvey.nrcs.usda.gov>  
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Middlesex County, Massachusetts  
Survey Area Data: Version 13, Dec 17, 2013

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Mar 30, 2011—May 1, 2011

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.



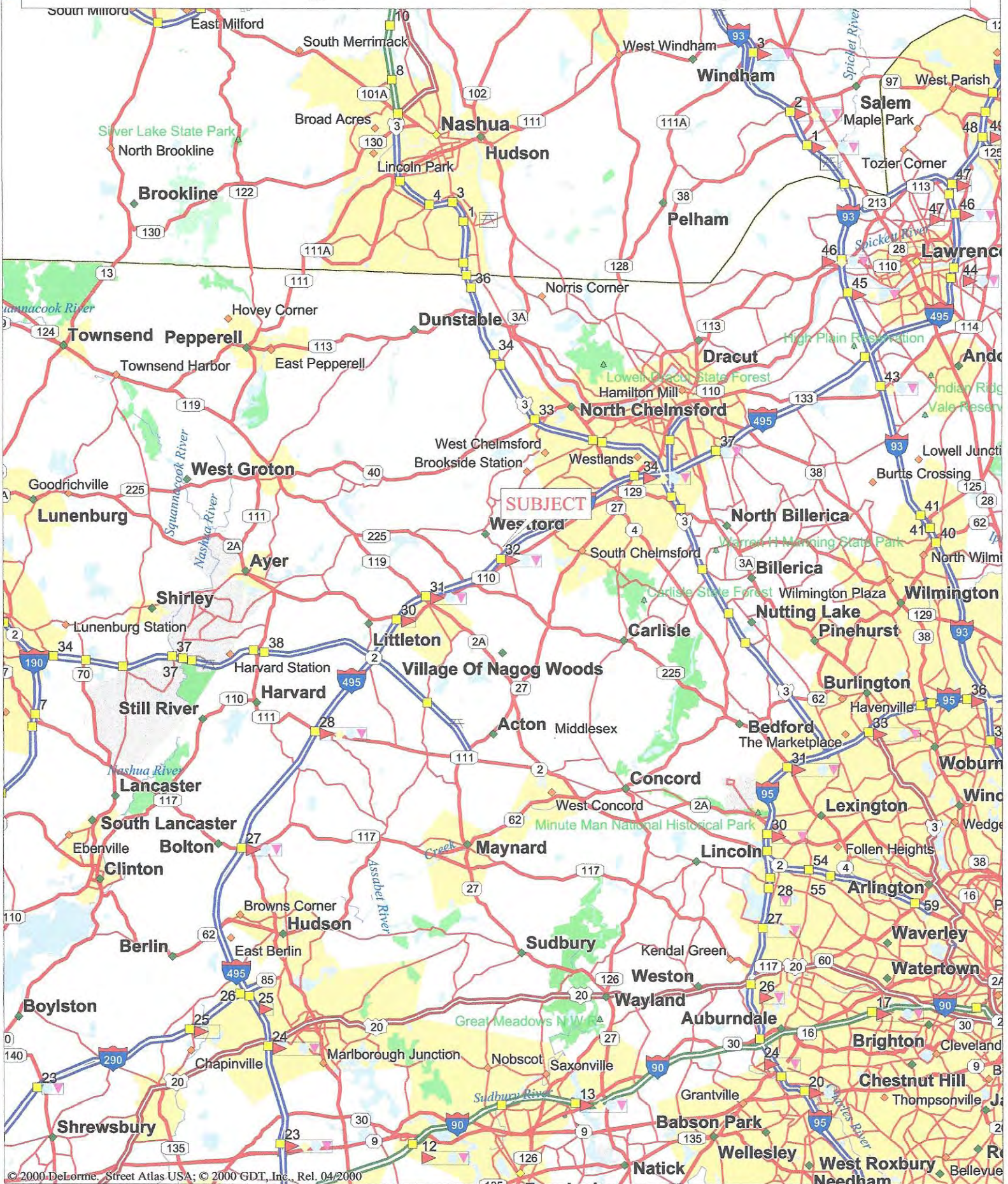
## Map Unit Legend

Middlesex County, Massachusetts (MA017)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
253A	Hinckley loamy sand, 0 to 3 percent slopes	0.5	5.9%
307E	Paxton fine sandy loam, 25 to 35 percent slopes, extremely stony	0.2	2.4%
310B	Woodbridge fine sandy loam, 3 to 8 percent slopes	8.1	89.0%
311B	Woodbridge fine sandy loam, 3 to 8 percent slopes, very stony	0.2	2.6%
Totals for Area of Interest		9.1	100.0%

## **REGIONAL & NEIGHBORHOOD MAPS**

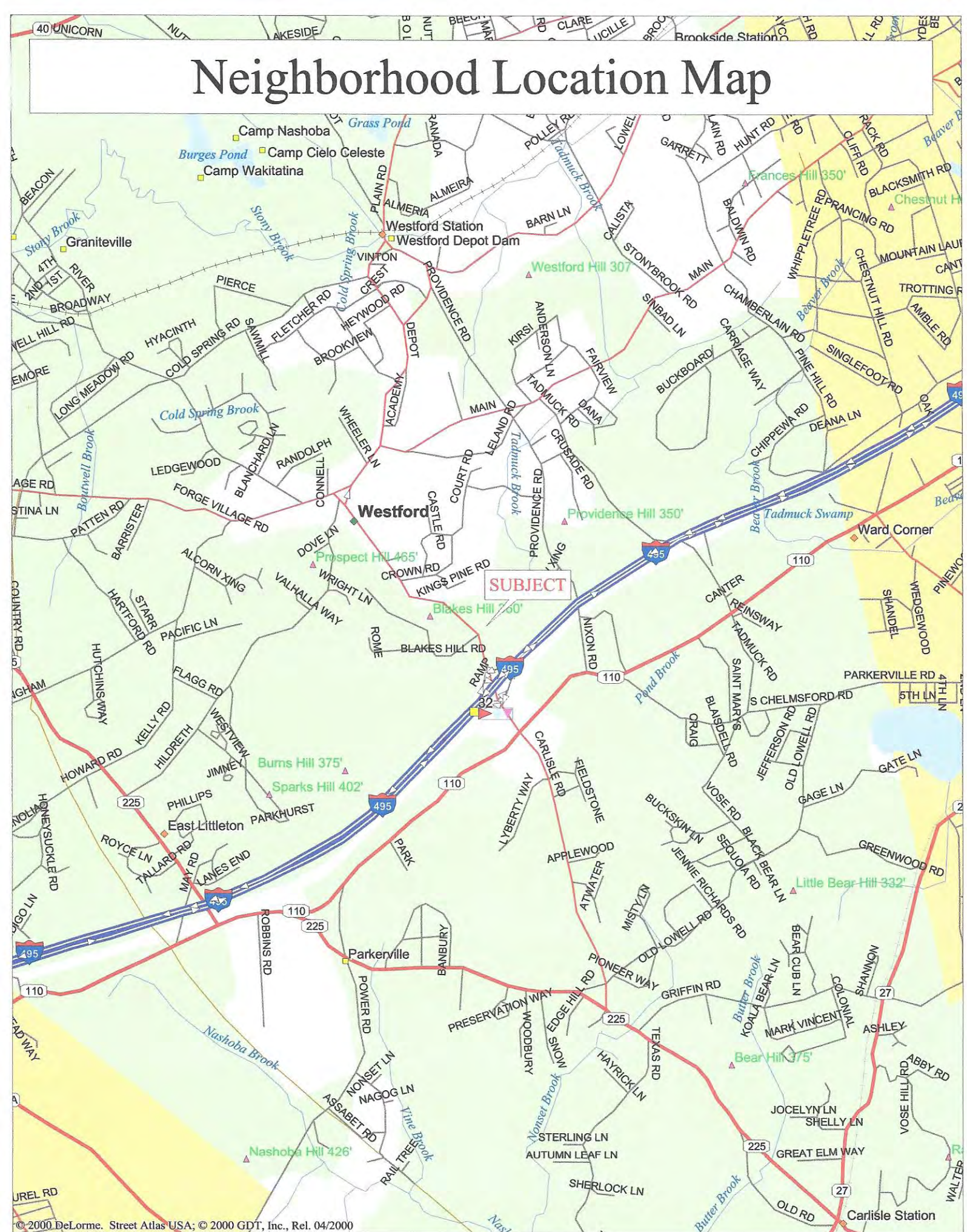


# Regional Location Map





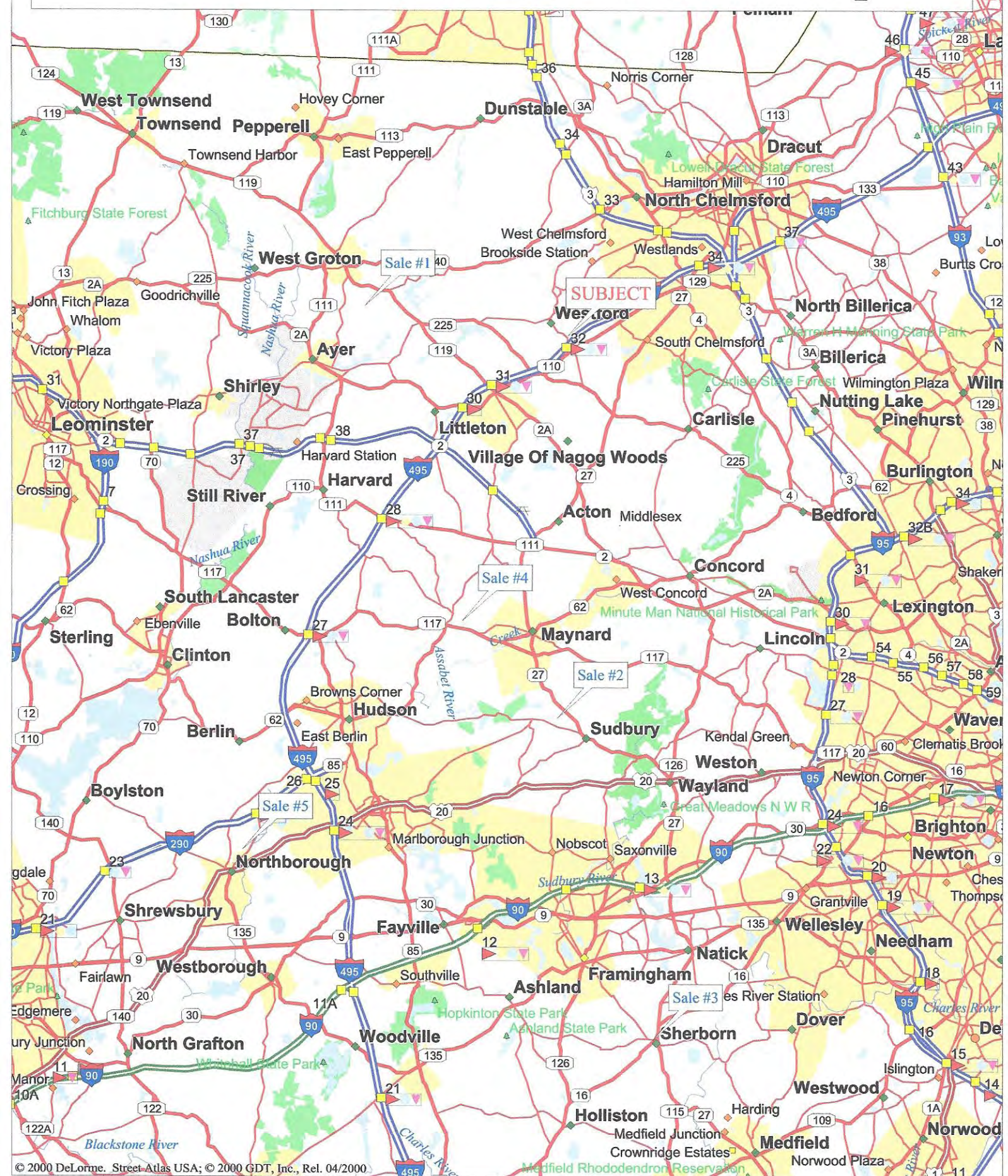
# Neighborhood Location Map



# **RESTRICTED LAND SALES LOCATION MAP**



# Restricted Land Sales Location Map





# **FARMSTAND SALES LOCATION MAP**



# Farm Stand Sales Location Map

© 2000 DeLorme, Street Atlas USA; © 2000 GDT, Inc.,/Ref. 04/2000



**ENGAGEMENT LETTER; CONTRACT FOR  
PROFESSIONAL SERVICES**

**STANDARD GENERAL CONTRACT FOR  
PROFESSIONAL SERVICES**

Agreement effective the 26th day of August 2014 by and between the TOWN OF WESTFORD, 55 Main Street, Westford, MA 01886, a municipal corporation in the Commonwealth of Massachusetts, through its duly elected Board of Selectmen or its Town Manager as signed below, with no personal liability to themselves hereinafter referred to as the "Town" and (name & address) **Avery Associates** hereinafter referred to as the "Contractor".

**RECITALS**

WHEREAS the Contractor will furnish the Town with PROFESSIONAL SERVICES and;

WHEREAS the Town desires to obtain such Professional Services from the Contractor in a timely manner and;

WHEREAS it was one of the conditions of the award of this contract that a formal Contract should be executed, by the Contractor and Town, evidencing the terms and conditions for the award.

NOW THEREFORE in consideration of the mutual covenants contained herein the parties agree as follows:

ARTICLE I: Contractor shall furnish Town with: **a professional appraisal of property known as 66-68 Boston Road** subject to and in compliance with all conditions, covenants, stipulations, terms and provisions contained in the specifications, instructions to bidders and related documents, which if attached hereto are shown as **Exhibit A** and which are incorporated herein by reference, (the "Contract") for the sum equal to the aggregate purchase price of that described above to be furnished by Contractor at the prices and rates specified in the proposal, which if also attached hereto is shown as **Exhibit A** and which is incorporated herein by reference. The total contract price is not to exceed **\$3,950.00**.

ARTICLE II: Contractor shall commence the performance of this contract within **1** day of receiving written notice to proceed and shall have **completed the work on or before 30 days from the notice to proceed** unless modified by both parties in writing. All provisions related to time of completion of the work are of the essence.

ARTICLE III: Reliance by Town - Contractor covenants and agrees to faithfully perform all of its obligations under this Contract and the incorporated documents hereto. Said performance shall be in a professional and workmanlike manner and in accordance with the standard of care and conduct that is generally acceptable in the business or profession. It is understood and agreed that the Contractor employees persons skilled in the disciplines necessary to perform the work agreed to be performed by it under this contract and that the Town relies upon the skill of such employees to do and perform the work in a skillful manner and that the Contractor agrees to perform such work. Acceptance by the Town of the work performed does not operate as a release of the Contractor from its responsibility. It is further understood and agreed that the Contractor's responsibility shall extend to all work and services required to be performed under this Contract.

ARTICLE IV: In addition to any other warranties or guarantees in any documents incorporated herein by reference, Contractor warrants that what is being provided, described above in Article I, as the subject

matter of this Contract, is fit for the use or purpose intended. Contractor further certifies the suitability, professionalism and capability of all individuals employed to furnish any services specified in Article I above.

ARTICLE V: The Contractor shall purchase and maintain such insurance as will protect it from claims which arise out of or result from the Contractor's operations under the contract, whether such operations be by itself or by any subcontractor or anyone directly or indirectly employed by any of them. The insurance required shall be with a company authorized to do business in the Commonwealth of Massachusetts and satisfactory to the Town, and shall be written for limits of the liability satisfactory to the Town, and shall include insurance in the following amounts:

PROFESSIONAL LIABILITY- \$1,000,000 MINIMUM  
UMBRELLA - \$1,000,000 MINIMUM  
WORKER'S COMPENSATION - per statutory requirements

Other if	Automobile Liability insurance: \$	each person
Applicable:	\$	each accident
	Property: \$	

Certificates of Insurance acceptable to the Town, naming the Town of Westford as an additional insured, shall be submitted to the Town simultaneously with the execution of the Contract.

ARTICLE VI: The Town has waived the cost of the building permits if required for this project. All permits must still be obtained by the appropriate Contractors as normally required.

ARTICLE VII: This project is Tax Exempt. The tax exemption number will be furnished to the General Contractor by the Owner after award of the Contract.

ARTICLE VIII: Non-Collusion- The Contractor declares that, as of the date of this Contract, no Town official, either directly or indirectly, has a financial interest in this Contract, and furthermore, the Contractor pledges that it shall notify the Town in writing should any Town official acquire, either directly or indirectly, a financial interest in this Contract. The Contractor further declares that, as of the date of this Contract, it has not given or donated or promised to donate, either directly or indirectly, to any Town official or employee or to anyone else, for his/her benefit, any sum of money or other thing of value for aid or assistance in obtaining this Contract. The Contractor pledges that neither it nor any other officer, agent or employee of the Contractor shall give or donate or promise to give or donate, either directly or indirectly, to any Town official or employee or to anyone else, for his/her value, for aid of assistance in obtaining any Contract with the town.

ARTICLE IX: Termination/Right to Stop Work - The Town may terminate this Contract if (a) any material misrepresentation is made by the Contractor; (b) any failure by the Contractor to perform any of its obligations under this Contract, including but not limited to, the following: (i) failure to commence performance of this Contract at time specified due to a reason or circumstance within the Contractor's reasonable control; (ii) failure to perform this contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control; (iii) failure to perform this Contract in a manner reasonably satisfactory to the Town; (iv) failure to promptly re-perform, within reasonable time, the services that were rejected by the Town as erroneous or unsatisfactory; (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control; (vi) failure to comply with a material term of this contract; and, (vii) any other acts

specifically and expressly stated in this contract as constituting a basis for termination of this contract.

The Town may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for such a period of time as it may determine to be appropriate for the convenience of the Town. The Town may terminate this Contract at any time, with or without cause, upon thirty (30) days written notice to the other party, sent by certified mail, to the usual place of business of the other party.

ARTICLE X: Damages - From any sums due to the Contractor for performance of this contract, the Town may keep for its own the whole or any part of the amount for expenses, losses and damages incurred by the Town as a consequence of the need to hire a third party to perform the work required by this contract, including the cost of labor and equipment as a result of any event of default, failure, omission or mistake of the Contractor in performing the work as provided in this Contract.

It is further agreed by the Contractor that, in the event the Town is sued in a court of law or equity, or demand is made upon the Town for payment of any damages arising out of the Contractor's performance or non-performance of this Contract, then the Contractor, without reservation, shall indemnify and hold harmless the Town against any and all claims arising out of the Contractor's performance or non-performance of the Agreement.

ARTICLE XI: Governing Ordinances and Laws - This contract is made subject to and shall be construed in accordance with the laws of the Commonwealth of Massachusetts and the By-laws of the Town of Westford and if any such clause thereof does not conform to such Laws or Bylaws, such clause shall be void (the remainder of this Contract shall not be affected) and such Laws or By-laws shall be operative in lieu thereof.

ARTICLE XII: Equal Opportunity - The Contractor, in the performance of all work under this contract, will not discriminate on the grounds of race, color, sex, age, religious creed, disability, national origin or ancestry, sexual orientation, marital status, family status, military status, or source of income in the employment practices or in the selection or retention of subcontractors, and in the procurement of materials and rental of equipment. The Town may cancel, terminate or suspend the contract in whole or in part for any violation of this Article.

ARTICLE XIII. Assignability - The Contractor shall not assign, sell, subcontract or transfer any interest in this contract without prior written consent of the Town.

ARTICLE XIV. Notice - Any notice to be given by either party to the other shall be deemed duly given if mailed, via certified mail, return receipt requested, as follows:

In the case of the Town to:

**Chris Kluchman, Director of Land Use Management**  
**55 Main Street**  
**Westford, MA 01886**

In the case of the Contractor to:

**Jonathan Avery**  
**Avery Associates**  
**282 Central Street**  
**Acton MA 01720**



ARTICLE XV. Amendments - This contract represents the entire agreement between the parties and the terms of this contract may not be altered or amended except in writing and signed by the parties with the same formalities as the initial Contract.

ARTICLE XVI. Severability - If any provision of this Contract or any portion of such provision shall be held invalid or illegal, then the remainder of this Contract or the remainder of such provision shall not be affected thereby.

ARTICLE XVII. Interpretation of Specifications and Contract Requirements - A decision of interpretation of the specifications, approval of equipment, material or any other approval, or progress of the work by the Contractor, shall be made promptly and, in any event, no later than thirty days after the written submission for decision by the Town, but if such decision requires extended investigation and study, the Town shall, within thirty days after the receipt of the submission, give the party making the submission written notice of the reasons why the decision cannot be made within the thirty day period and the date by which the decision will be made.

ARTICLE XVIII. Indemnification - The Contractor hereby assumes the entire responsibility and liability for any and all injuries to, or death of, all persons, including the Contractor's employees, and for any and all damage to property caused by, resulting from, or arising out of, any act, omission or neglect on the part of the Contractor or anyone directly or indirectly employed by the Contractor and shall indemnify, defend and hold harmless the Town of Westford and all of its officers, agents, employees against all suits, claims of liability of every nature and name, for or on account of any injuries to persons or damage to property arising out of the proven negligence of the Contractor in the performance of the work covered by the Agreement, and/or failure to comply with the terms and conditions of this Agreement, whether by itself or its employees or subcontractors, or other agents, including reasonable attorneys fees.

ARTICLE XIX: The Town agrees to faithfully pay the Contractor, when due and payable, and under the terms of all such incorporated documents and instruments to this Contract, all such contracted sums, subject to the provisions of Article X.

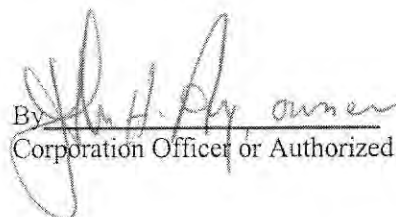
ARTICLE XX - COMPLIANCE - M.G.L. Chapter 62C, §49A

Prior to the issuance of the Contract, **Avery Associates** shall attest under the penalties of perjury that it is in compliance with all the laws of the Commonwealth of Massachusetts relating to taxes. This statement is required in accordance with Massachusetts General Law c.62C, Section 49A.

Pursuant to M.G.L. c.62C, § 49A, I certify under the penalties of perjury that I, to the best of my best knowledge and belief, have filed all state tax returns and paid all state taxes, reported all employees and contractors, and withheld and remitted child support, as required by law.

AVERY ASSOCIATES

TIN: 04-2700536

By  owner  
Corporation Officer or Authorized

IN WITNESS WHEREOF, the parties hereto have set their hand and seals to this Agreement on the  
26th day of August, 2014.

Availability of Funds:

W. M. Ferro  
Town Accountant 8/16/14

01175200-570000

Town of Westford by its  
Board of Selectmen or Town Manager  
Date of Board Vote (if any) 8-26-2014

[Signature]  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[Signature]  
Witness

Contractor:

[Signature]  
Signature

Jonathan H. Arery  
Print

Owner  
Title

Corporate Seal

**EXHIBIT A**

**Appraisal for 66-68 Boston Road**

See attached proposal

# Avery Associates

Real Estate Appraisers – Counselors

282 Central St.  
P.O. Box 834  
Acton, MA 01720  
Tel: 978-263-5002  
Fax: 978-635-9435  
[jon@averyandassociates.com](mailto:jon@averyandassociates.com)

August 5, 2014

Chris Kluchman, AICP  
Planner, Town of Westford  
55 Main Street  
Westford, MA 01886

PERMITTING  
AUG 05 2014

Re: Proposal for Appraisal Services  
66-68 Boston Road  
Westford, MA

Dear Ms. Kluchman:

I have reviewed the information provided by you pertaining to appraisal of the above referenced property. As a result of this review and an inspection of the property from the roadway, I am pleased to submit the following proposal for professional services.

## SUBJECT PROPERTY

The property which is the subject of this proposal consists of two adjacent tax parcels totaling approximately 8.97 acres. These parcels are shown as Lot 115 and Lot 116 on Town Assessor's Map 22. Although demised as two tax parcels, they are essentially a single property.

A majority of the property is undeveloped land with a history (and current) use for agricultural purposes. The property is also improved with a single story farm stand operating under several variances from the Town of Westford issued in the 1970's.

The entire property is encumbered by three permanent Agricultural Preservation Restrictions. The effect of these restrictions is to preclude future development of this property and limit its use to agricultural.

The purpose of this appraisal is to provide an estimate of the current, as is, market value of the property subject to all existing restrictions and encumbrances. It is understood that you will utilize this estimate of market value as the Town responds to a Right of First Refusal, which has been presented by the property owner in conformance with the requirements of the Agricultural Preservation Restrictions.

Page 2  
August 5, 2014  
Chris Kluchman, AICP

SCOPE OF SERVICES

I propose to prepare an appraisal estimating the current 'as is' market value of the subject property. This appraisal will be presented in the narrative Appraisal Report format. The appraisal will be prepared in conformance with the Uniform Standards of Professional Appraisal Practice and the Code of Professional Ethics of the Appraisal Institute.

The appraisers at Avery Associates are uniquely experienced and qualified members of the Appraisal Institute with individually awarded designations of MAI and/or SRA. All appraisers are certified by the Commonwealth of Massachusetts. Staff assignments are made with consideration of applicable experience and availability. All complex appraisals are prepared with the assistance and review/concurrence of Jonathan H. Avery, MAI, SRA.

COST/PAYMENT

The fee for the preparation of this appraisal is Three Thousand Nine Hundred Fifty (\$3,950) Dollars. This fee will be due and payable upon delivery of the completed appraisal report to you in duplicate. I anticipate delivery of this completed appraisal to you no later than 30 days from the date of receipt of your written acceptance of this proposal. This fee is for preparation and delivery of the appraisal. Post appraisal services, including but not limited to, preparation for or appearance at formal or informal hearings proceedings or trials, will incur additional charges at a rate of \$300 per hour.

This proposal is valid for a period of 10 days from the date hereof and may be withdrawn at any time prior to your acceptance. If you have any questions regarding this proposal, please feel free to contact me.

If this proposal meets with your approval, please so indicate below and return your acceptance to me.

Respectfully submitted,



Jonathan H. Avery, MAI, CRE

JHA/bej  
By USPS and email: [ckluchman@gmail.com](mailto:ckluchman@gmail.com)  
[ckluchman@westfordma.gov](mailto:ckluchman@westfordma.gov)

ACCEPTED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

**APPRAISAL LEXICON  
&  
ASSUMPTIONS, LIMITING CONDITIONS**

## **APPRAISAL LEXICON**

### **MARKET VALUE**

"The most probable price, which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is consummation of a sale as of a specified date and passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are motivated;
2. Both parties are well informed or well advised and each acting in what he considers his own best interest;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars, or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing, or sales concessions granted by anyone associated with the sale." (1)

### **FEE SIMPLE ESTATE**

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat. (2)

### **HIGHEST AND BEST USE**

The reasonably probable and legal use of vacant land or an improved property, that is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility and maximum productivity. Alternatively, the probable use of land or improved property – specific with respect to the user and timing of the use – that is adequately supported and results in the highest present value. (3)

### **LEASED FEE INTEREST**

A freehold (ownership interest) where the possessory interest has been granted to another party by creation of a contractual landlord-tenant relationship (i.e., a lease). (4)

### **MARKETING TIME**

An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal. (5)

(1) FIRREA 12 CFR Part 323.2.

(2) The Dictionary of Real Estate Appraisal, Appraisal Institute, Chicago, IL, 2010, Fifth Edition - Page 78.

(3) Ibid. - 93.

(4) Ibid. - 111.

(5) Ibid. - 121.



## **MARKET RENT**

The most probable rent that a property should bring in a competitive and open market reflecting all conditions and restrictions of the lease agreement, including permitted uses, use restrictions, expense obligations, term, concessions, renewal and purchase options, and tenant improvements (TIs). (6)

## **EXPOSURE TIME**

1. The time a property remains on the market.
2. The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based on an analysis of past events assuming a competitive and open market. (7)

## **PROSPECTIVE OPINION OF VALUE**

A value opinion effective as of a specified future date. The term does not define a type of value. Instead, it identifies a value opinion as being effective at some specific future date. An opinion of value as of a prospective date is frequently sought in connection with projects that are proposed, under construction, or under conversion to a new use, or those that have not yet achieved sellout or a stabilized level of long-term occupancy. (8)

## **RETROSPECTIVE OPINION OF VALUE**

A value opinion effective as of a specified historical date. The term does not define a type of value. Instead, it identifies a value opinion as being effective at some specific prior date. Value as of a historical date is frequently sought in connection with property tax appeals, damage models, lease renegotiation, deficiency judgments, estate tax, and condemnation. Inclusion of the type of value with this term is appropriate, e.g., “retrospective market value opinion.” (9)

(6) Ibid. - 121.

(7) Ibid. – 73.

(8) Ibid. – 153.

(9) Ibid. – 171.

### **ASSUMPTIONS AND LIMITING CONDITIONS**

This appraisal report has been made with the following general assumptions:

1. This is a narrative Appraisal Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice for an Appraisal Report. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraisers are not responsible for the unauthorized use of this report.
2. No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.
1. The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.
2. Responsible ownership and competent property management are assumed.
3. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
4. All engineering is assumed to be correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
5. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
6. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined, and considered in the appraisal report.
7. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in the appraisal report.

8. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
9. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.

This appraisal report has been made with the following general limiting conditions:

1. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocation of land and building must not be used in conjunction with any other appraisal and are invalid if used.
2. Possession of this report, or a copy thereof, does not carry with it the right of publication.
3. The appraiser, by reason of this appraisal, is not required to give further consultation, testimony, or be attendance in court with reference to the property in question unless arrangements have been previously made.
4. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser.
5. Any value estimates provided in the report apply to the entire property, and any proration or division of the total into fractional interests will invalidate the value estimate, unless such proration or division of interests has been set forth in the report.
6. The forecasts, projections, or operating estimates contained herein are based upon current market conditions, anticipated short-term supply and demand factors, and a continued stable economy. These forecasts are, therefore, subject to changes in future conditions.

## **QUALIFICATIONS**

<p style="text-align: center;"><b>QUALIFICATIONS OF CHRISTOPHER H. BOWLER</b> <b>REAL ESTATE APPRAISER</b></p>
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**EDUCATION**

- BA Economics, Union College, Schenectady, New York 1987
- Appraisal Institute
  - Course SPP Standards of Professional Practice
  - Course 1A-1 Basic Appraisal Principles, Methods and Techniques
  - Course 1A-2 Basic Valuation Theory and Techniques
  - Course 8-1 Residential Valuation
  - Course 1B-A Capitalization Theory & Techniques Part A
  - Course 1B-B Capitalization Theory & Techniques Part B
  - Course 550 Advanced Applications
  - Course 410 Standards of Professional Practice Part A
  - Course 420 Standards of Professional Practice Part B
  - Course 540 Report Writing & Valuation Analysis
- Argus Software
  - Valuation DCF 2 Day Training; 11/09

**PROFESSIONAL AND TRADE AFFILIATIONS**

- Appraisal Institute
  - 1992 - Senior Residential Appraiser - SRA Designation
  - 2000 - Member of Appraisal Institute - MAI Designation #11564
  - 2002-4 Director, Massachusetts Chapter
  - 2005 Secretary, Massachusetts Chapter
  - 2006 Treasurer, Massachusetts Chapter
  - 2007 Vice President, Massachusetts Chapter
  - 2008 President, Massachusetts Chapter
- Massachusetts Certified General Real Estate Appraiser License #495

**BUSINESS EXPERIENCE**

Presently an associate member of the firm of Avery Associates, Acton, Massachusetts. Avery Associates handles a wide variety of real estate appraisal and consulting assignments. Mr. Bowler has prepared appraisals on the following types of real property: office buildings, industrial buildings, research and development facilities, hotels/motels, golf courses, restaurants, laboratory-life sciences buildings, medical office buildings, auto dealerships, truck terminals, warehouses, bank branches, shopping centers, apartment complexes, commercial and industrial condominium units and buildings, lumber yards, service stations, industrial mill buildings, and cranberry bogs.

Mr. Bowler's experience also includes the appraisal of one to four family dwellings, condominium units, proposed residential subdivisions and condominium projects. Also, Mr. Bowler has prepared market studies and feasibility analyses for proposed developments of both residential and commercial projects. Prior to joining Avery Associates in 1992, Mr. Bowler was employed in the following manner:

1987-1992     Real Estate Appraiser  
                 Edward W. Bowler Associates  
                 Waltham, Massachusetts

1987            Research Associate, New York State Department of Transportation  
                 Albany, New York

**BUSINESS ADDRESS**

Avery Associates  
282 Central Street  
Post Office Box 834  
Acton, MA 01720-0834  
Tel: 978-263-5002     Fax: 978-635-9435  
[chris@averyandassociates.com](mailto:chris@averyandassociates.com)

<p style="text-align: center;"><b>QUALIFICATIONS OF JONATHAN H. AVERY</b> <b>REAL ESTATE APPRAISER AND CONSULTANT</b></p>
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**EDUCATION**

- BBA University of Massachusetts, Amherst, Massachusetts
- Graduate of Realtors Institute of Massachusetts - GRI
- American Institute of Real Estate Appraisers
  - Course 1-A Basic Appraisal Principles, Methods and Techniques
  - Course 1A-B Capitalization Theory and Techniques
  - Course 2 Basic Appraisal of Urban Properties
  - Course 6 Real Estate Investment Analysis
  - Course 410/420 Standards of Professional Practice

**PROFESSIONAL AND TRADE AFFILIATIONS**

- The Counselors of Real Estate
  - 1985 - CRE Designation #999
  - 1993 - Chairman, New England Chapter
  - 1995 - National Vice President
  - 1999 - National President
- Appraisal Institute
  - 1982 - Member Appraisal Institute - MAI Designation #6162
  - 1975 - Residential Member - RM Designation #872
  - 1977 - Senior Residential Appraiser - SRA Designation
  - 1981 - Senior Real Property Appraiser - SRPA Designation
  - 1986-1987 - President, Eastern Massachusetts Chapter
  - 1992 - President, Greater Boston Chapter
  - 1995 - Chair, Appraisal Standards Council
  - 1996-1998 - Vice Chair, Appraisal Standards Council
- Massachusetts Board of Real Estate Appraisers
  - 1972 - MRA Designation
  - 1981 - President of the Board
- Royal Institution of Chartered Surveyors
  - 2005 - FRICS Designation
- Affiliate Member, Greater Boston Real Estate Board
- Licensed Real Estate Broker - Massachusetts 1969
- Massachusetts Certified General Real Estate Appraiser #26
- New Hampshire Certified General Real Estate Appraiser #NHGC-241

**BUSINESS EXPERIENCE**

Mr. Avery is Principal of the firm of Avery Associates located in Acton, Massachusetts. Avery Associates is involved in a variety of real estate appraisal and consulting activities including: market value estimates, marketability studies, feasibility studies, and general advice and guidance on real estate matters to public, private and corporate clients. Mr. Avery has served as arbitrator and counselor in a variety of proceedings and negotiations involving real estate. During 1993, he served as an appraisal consultant for the Eastern European Real Property Foundation in Poland. He has been actively engaged in the real estate business since 1967 and established Avery Associates in 1979. Prior to his present affiliation, Mr. Avery served in the following capacities:



1978-1979	Managing Partner, Avery and Tetreault, Real Estate Appraisers and Consultants
1975 -1978	Chief Appraiser, Home Federal Savings and Loan Association Worcester, Massachusetts
1972-1975	Staff Appraiser, Northeast Federal Saving and Loan Association Watertown, Massachusetts
1971-1972	Real Estate Broker, A. H. Tetreault, Inc. Lincoln, Massachusetts

### **TEACHING EXPERIENCE**

- Instructor, Bentley College, Continuing Education Division, 1976-1982;  
Appraisal Methods and Techniques  
Computer Applications for Real Estate Appraisal
- Approved Instructor Appraisal Institute - since 1982
- Chapter Education Chairman 1986-1987
- Seminar Instructor; Massachusetts Board of Real Estate Appraisers since 1981
- Certified Appraisal Standards Instructor-Appraiser Qualifications Board

### **PROFESSIONAL EXPERIENCE**

Qualified expert witness; Middlesex County District Court and Superior Court, Essex County Superior Court, Norfolk County Superior Court, Plymouth Superior Court, Worcester County Probate Court, Federal Tax Court, Federal Bankruptcy Court, Appellate Tax Board of Massachusetts and Land Court of Massachusetts. Member, Panel of Arbitrators - American Arbitration Association, National Association of Securities Dealers Regulation.

#### **Property Assignments Include:**

Land (Single Lots and Subdivisions)  
One to Four Family Dwellings  
Apartments  
Residential Condominiums  
Office Buildings  
Restaurants  
Industrial Buildings  
Racquet Club  
Petroleum Fuel Storage Facility  
Lumber Yard  
School Buildings

Historic Renovations  
Movie Theater  
Conservation Easements  
Hotels and Motels  
Shopping Centers  
Golf Courses  
Churches  
Gasoline Service Stations  
Farms  
Office Condominiums  
Automobile Dealerships

### **BUSINESS ADDRESS**

Avery Associates  
282 Central Street  
Post Office Box 834  
Acton, MA 01720-0834  
Tel: 978-263-5002  
Fax: 978-635-9435  
[jon@averyandassociates.com](mailto:jon@averyandassociates.com)

<p style="text-align: center;"><b>AVERY ASSOCIATES</b> <b>REPRESENTATIVE LIST OF CLIENTS</b></p>
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**FINANCIAL INSTITUTIONS**

Avidia Bank  
Bank of New England  
East Boston Savings Bank  
Cambridge Savings Bank  
Belmont Savings Bank  
Berkshire Bank  
North Shore Bank  
Enterprise Bank & Trust  
First Pioneer Farm Credit  
North Middlesex Savings Bank  
Middlesex Federal Savings  
Marlborough Savings Bank  
Middlesex Savings Bank  
Bank of New York  
Rollstone Bank & Trust  
Salem Five Cent Savings Bank  
Webster Five Cents Savings Bank  
TD Bank, N.A.  
Workers Credit Union

**PUBLIC SECTOR/NONPROFIT**

American Arbitration Association  
Emerson Hospital  
Essex County Greenbelt Association  
Internal Revenue Service  
Mass Audubon  
Mass. Dept. of Conservation/Recreation  
Massachusetts Dept. of Agricultural Resources  
MassDevelopment  
MassHousing  
Stow Planning Board  
Sudbury Valley Trustees  
The Nature Conservancy  
The Trust for Public Land  
Town of Acton  
City of Marlborough  
Town of Concord  
Town of Lexington  
Trustees of Reservations  
U. S. Department of Interior  
U.S. Department of Justice  
U.S. Forest Service  
Walden Woods Project  
Water Supply District of Acton

**CORPORATIONS**

Avalon Bay Communities  
Boston Golf Club, Inc.  
Boston Medflight  
W. J. Graves Construction Co., Inc.  
Concord Lumber Corporation  
Dow Chemical Company  
Exxon Mobil Company  
Fidelity Real Estate  
John M. Corcoran & Co.  
Marvin F. Poer and Company  
McDonald's Corporation  
Zoll Medical Corp.  
PriceWaterhouseCoopers  
Ryan Development  
Sun Life Assurance Company  
The Mathworks, Inc.  
Toyota Financial Services  
U.S. Postal Service

**LAW FIRMS & FIDUCIARIES**

Anderson & Kreiger LLP  
Kates and Barlow  
Choate, Hall & Stewart  
Edwards, Angel, Palmer & Dodge  
DLA Piper, LLP  
Goodwin Procter  
Rackemann, Sawyer & Brewster  
Foley Hoag, LLP  
Hemenway & Barnes  
Holland & Knight  
Kirkpatrick Lockhart Nicholson Graham  
Kopelman & Paige, P.C.  
Lee, Rivers & Corr, LLP  
Sally & Fitch  
Nutter, McClennen & Fish, LLP  
Lynch, Brewer, Hoffman & Fink, LLP  
Office of Stephen Small  
Peabody & Arnold, LLP  
Prince, Lobel, Glovsky & Tye  
Riemer & Braunstein, LLP  
Ropes & Gray  
Stern, Shapiro, Weissberg & Garin  
WilmerHale