

PURCHASE AND SALE AGREEMENT

This 3 day of May 2013.

1. PARTIES AND MAILING ADDRESSES

The Congregational Church of Littleton, MA (hereinafter called the "SELLER") agrees to SELL, and the Inhabitants of the Town of Littleton, acting by and through its Board of Selectmen, or the Board of Selectmen's nominee, including, but not limited to the Trust for Public Lands (hereinafter called the "BUYER" or "TOWN") agrees to BUY and accept, upon the terms hereinafter set forth, the following described premises:

2. DESCRIPTION

Land situated at 194 Great Road, Littleton, Middlesex County, Massachusetts, containing approximately 7.16 acres, more or less, more particularly described as Lot 4B on a certain plan of land entitled "Plan of Land in Littleton, Mass." dated April 4, 2008, prepared by Goldsmith, Prest & Ringwall, Inc. for the Congregational Church of Littleton and recorded in the Middlesex South Registry of Deeds as Plan 465 of 2008 (hereinafter referred to as the "Premises").

3. PURCHASE PRICE

- (a) Purchase Price. The Purchase Price for said Premises shall be Four Hundred Fifteen Thousand Dollars (\$415,000.00). The purchase price shall be due and payable in accordance with the terms of Section 3(b) herein.
- (b) Method of Payment. The Purchase Price shall be payable at Closing by the means of a wire transfer of immediately available funds.

4. TITLE

Said Premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except:

- (a) Provisions of existing building and zoning laws;
- (b) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
- (c) Any liens for municipal betterments assessed after the date of this agreement;
- (d) Easements, restrictions and reservations of record, if any, including those shown on the plan recorded at the Middlesex South Registry of Deeds as Plan 465 of 2008.

BUYER, at its sole expense, may elect to obtain an owner's policy of title insurance with respect to the Premises and SELLER agrees to cooperate with BUYER and the Title Company to facilitate the issuance of such policy, provided that such cooperation does not require the SELLER to incur any additional expenses and/or to accept any additional or increased liability.

5. CLOSING

Provided that the Littleton Town Meeting approves the acquisition of the Premises, final settlement of the obligations of the parties hereto shall occur no later than 12:00 o'clock p.m. on December 19, 2013 or ten (10) days after a decision is issued by the Massachusetts Division of Conservation Services on the Town's application for a LAND Grant, whichever is later, but no later than January 31, 2014. Time is of the essence of this Agreement. The closing shall take place at the Middlesex South Registry of Deeds unless otherwise agreed upon in writing. On the closing date, BUYER's attorney shall record the municipal lien certificates and the deed and deliver to the appropriate parties copies of all closing documents. It is agreed that BUYER's attorney shall have no liability to the SELLER or BUYER for the performance of its services herein except as the result of BUYER's attorney's gross negligence or willful misconduct.

6. CLOSING DELIVERIES

All closing documents shall be originals executed by an authorized representative of Seller or Buyer, as applicable, and if such closing document is intended to be recorded, each signature will be properly acknowledged.

- (a) SELLER's Deliveries. In advance of the Closing, SELLER shall execute and/or deliver to BUYER the following items (collectively, "SELLER's Deliveries"): (i) one or more municipal lien certificates pertaining to the Premises (the "MLCs"), (ii) a counterpart to the closing statement, (iii) the Deed, (iv) an owner's affidavit in the customary form used by BUYER's title company, if any, (v) a Foreign Investment and Real Property Tax Act (FIRPTA) affidavit, and (vi) such other instruments and documents as BUYER may reasonably request, including, without limitation, documents for the purpose of confirming proper and lawful execution and delivery of closing documents and conveyance of the Premises to BUYER in accordance with this Agreement and applicable provisions of Massachusetts law.
- (b) BUYER's Deliveries. In advance of the Closing, BUYER shall execute and/or deliver to SELLER the following items (collectively, "BUYER's Deliveries"): (i) a counterpart to the closing statement, (ii) the Purchase Price, and (iii) such other instruments and documents as SELLER may reasonably request, including, without limitation, documents for the purpose of confirming the proper and lawful execution and delivery of closing documents in accordance with this Agreement and applicable provisions of Massachusetts law.

7. CLOSING EXPENSES AND PRORATIONS

Real estate taxes on the Premises shall be prorated as of the day of Closing based upon the latest available tax bill. SELLER shall pay all statutorily required transfer taxes or deed stamps relating to the sale of the Premises and SELLER shall pay the costs of recording the MLCs. BUYER shall pay all costs associated with the recording of the Deed and the cost of BUYER's title policies, if any. Each party shall be responsible for its own legal expenses.

8. POSSESSION AND CONDITION OF PREMISES

Full possession of said premises, free of all tenants and occupants, is to be delivered at the time of the delivery of the deed, said premises to be then in the same conditions as they now are, reasonable use and wear thereof excepted. The SELLER agrees to deliver the premises at the time of delivery of the deed free of any and all of the SELLER's possessions, and all personal property not being conveyed to the BUYER, including all debris and trash upon the Premises.

The BUYER shall be entitled personally to inspect said premises prior to delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause.

9. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM

- (a) If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of delivery of the deed the premises do not conform with the provisions thereof, then the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty (30) days. SELLER shall not be required to incur costs or expenses totaling in excess of One Thousand Dollars (\$1,000.00) to make the title or the Premises conform or to deliver possession as agreed.
- (b) BUYER and SELLER hereby authorize their respective attorneys (as the case may be) to execute on their behalf any extensions to the time for performance and any change of location and/or time for delivery of the deed. BUYER and SELLER shall be able to rely upon the signature of said attorneys as binding unless they have actual knowledge before the execution or other consent to such extensions, that either party has disclaimed the authority granted herein to bind them. For purposes of this Agreement, facsimile signatures shall be construed as original.

10. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, ETC.

If at the time of the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, or if at any time during the period of this agreement or any extension thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

11. BUYER'S ELECTION TO ACCEPT TITLE

The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefor the purchase price without deduction, in which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said premises shall have been damaged by fire or casualty insured against, then the SELLER shall, unless the SELLER has previously restored the premises to their former condition, either

- (a) pay over or assign to the BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLER for any partial restoration; or
- (b) if a holder of a mortgage on said premises shall not permit the insurance proceeds or a part thereof to be used to restore the said premises to their former condition or to be so paid over or assigned, give to the BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by the SELLER for any partial restoration.

12. ACCEPTANCE OF DEED

The acceptance of a deed by the BUYER shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.

13. USE OF MONEY TO CLEAR TITLE

To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title

of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed.

14. ADJUSTMENTS

There shall be no adjustments of any kind or nature. SELLER shall be responsible for all real estate taxes, water and sewer charges and outstanding financing relating to the property.

15. LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, ETC.

If the SELLER or BUYER executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

16. CONSTRUCTION OF AGREEMENT

This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and enures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the SELLER and the BUYER. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.

17. PROPERTY SOLD "AS IS"

The premises are being conveyed "AS IS" and as shown, and no representations have been made by the SELLER with regard to its condition except those contained in this agreement; the BUYER and SELLER agree that they have incorporated into this agreement their entire understanding and that no oral statement or prior written statement made by any of them or by any other person, extrinsic to this agreement shall have any force and effect. BUYER agrees that it is not relying on any representations, oral or written, concerning the age, conditions, workmanship or suitability of the Premises or any part thereof for any purpose made by any person, other than those representations set forth in this agreement or in other documents made specifically a part hereof.

18. TITLE STANDARDS AND PRACTICES

Any matter or practice arising under or relating to this agreement that is the subject of a practice standard of the Real Estate Bar Association of Massachusetts shall be

governed by such standard to the extent possible. Any title matter that is the subject of a title standard of the Real Estate Bar Association at the time of the delivery of the deed shall be governed by said title standard to the extent applicable.

19. NOTICE

Whenever, by the terms of this agreement, notice shall or may be given either to BUYER or to SELLER, such notice shall be deemed to have been given only if in writing and either delivered by hand or sent by registered or certified mail, postage prepaid, if intended for the SELLER, to:

The Congregational Church of Littleton, MA
c/o Warren Terrell, Property Committee
330 King Street
Littleton, MA 01460

with a copy to:

Ray Lyons, Esq.
206 Ayer Road, Suite 4
Harvard, MA 01451
Telephone: (978) 456-8400

and, if intended for the BUYER, to:

Keith Bergman, Town Administrator
Town of Littleton
37 Shattuck Street
Littleton, MA 01460

with a copy to:

Thomas Harrington
Miyares and Harrington LLP
50 Leonard Street • Suite Three
Belmont, MA 02478
Telephone: (617) 489-1600

or to such other address or addresses as may be specified by either party to the other by like notice. All notices shall be effective when deposited in the mail within the continental United States.

20. PERFORMANCE CONTINGENT UPON VOTER APPROVAL

The BUYER's obligations under this agreement shall be contingent upon (a) approval of this transaction by a duly constituted Town Meeting that dissolves on or prior to May 15, 2013; (b) appropriation of the purchase price by a duly constituted Town Meeting that dissolves on or prior to May 15, 2013. Accordingly, neither the SELLER nor the TOWN shall be required to proceed with the closing unless and until the necessary voter approval(s) has been obtained. In the event that necessary voter approval is not obtained, then the SELLER or TOWN may, at its discretion and prior to June 1, 2013, elect to terminate this agreement upon written notice to the other. In the event of such termination, any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

21. SELLER'S REPRESENTATIONS

Seller makes the following representations and warranties, all of which shall survive delivery of the deed.

- (a) SELLER has full power and authority to enter into this Agreement (and the persons signing this Agreement for Seller have full power and authority to sign for SELLER and to bind it to this Agreement).
- (b) There are no parties in possession at the premises, and no work has been done on the premises which would entitle anyone to claim a mechanic's lien or to file a notice of contract relating to the premise as of the date of this Agreement.
- (c) The premises are not the subject of any outstanding agreements with any party pursuant to which any such party may acquire any interest in the premises. Neither the execution and delivery of this Agreement nor SELLER's performance of its obligations hereunder will constitute a breach or default under any agreement to which SELLER is bound.
- (d) To the best of SELLER's knowledge, there is no litigation or proceeding, pending or threatened, that would affect a transfer of title to the Premises.
- (e) To the best of SELLER's knowledge, there is no evidence that Hazardous Substances, as defined herein, have been stored, generated, manufactured, disposed, transported or treated at or on the Premises. For purposes of this Agreement, the term "Hazardous Substances" shall mean any substance that may be classified as a hazardous, toxic, chemical or radioactive substance, or a contaminant or pollutant under applicable federal, state or local law, statute, ordinance, rule or regulation ("Applicable Laws") or which may require any cleanup, remediation or other corrective action pursuant to such Applicable Laws.

- (f) During SELLER's period of ownership of the Premises, SELLER has not used any portion of the Premises, nor permitted any other person or entity to use the Premises for the purpose of storage, generation, manufacture, disposal, transportation or treatment of any Hazardous Substances under Applicable Laws or which may require any cleanup, remediation or other corrective action pursuant to such Applicable Laws.

Each of the above representations is material and is relied upon by BUYER. Except insofar as the SELLER has advised BUYER in writing to the contrary, each of the above representations shall be deemed to have been made as of Closing and shall survive Closing. If, before Closing, SELLER discovers any information or facts that would materially change the foregoing warranties and representations, SELLER shall immediately give notice to BUYER of those facts and information.

In the event of a breach of any representations set forth in Section 20 prior to Closing, BUYER may elect either (i) to waive such breach and proceed to Closing with no reduction in the Purchase Price or (ii) terminate this Agreement upon written notice to SELLER, in which case the parties shall have no further obligations under this Agreement other than those obligations, if any, that expressly survive the termination of this Agreement.

22. SELLER'S COVENANTS

SELLER covenants and agrees as follows:

- (a) Henceforth through Closing, SELLER shall not consent to any request to make and/or extend any lease, contract, option or agreement affecting the Premises which would grant any third parties any rights to such land, except with the written consent of BUYER;
- (b) Henceforth through Closing, SELLER shall not consent to any request to cause and/or permit any lien, encumbrance, mortgage, deed of trust, right, restriction or easement to be placed upon or created with respect to the Premises, except with the written consent of BUYER; and
- (c) Henceforth through Closing, SELLER shall not consent to any request to erect any structures and/or to remove any vegetation, soil or minerals from the Premises or to disturb or suffer the disturbance of the existing contours and/or other natural features of such land and/or the reservoirs contained therein in any way whatsoever, except with the written consent of BUYER. BUYER acknowledges and consents to SELLER using and allowing various community and other gardens and other agricultural uses on the Premises until the Closing.
- (d) At or prior to Closing, SELLER shall pay in full all outstanding amounts due to third parties arising from any work or services performed at or on the Premises by such third parties at SELLER's direction, and, in the event that any mechanics' lien

is filed by any such third party in connection with such work, SELLER shall indemnify and hold BUYER harmless with respect to such claim.

23. ENTRY ON PROPERTY

SELLER agrees to permit BUYER access to the premises prior to the date of performance herein under the following terms and conditions:

- (a) BUYER shall give at least 72 hours notice to the SELLER;
- (b) BUYER shall not perform any work at the property including but not limited to inspections or testing of any kind to the land or the structures without written notice detailing what work is to be performed;
- (c) BUYER shall not perform any work as stated in item (b) above before first obtaining the SELLER's written authorization, such written authorization not to be unreasonably withheld.
- (d) If any said work is to be performed the premises shall immediately be put back to its previous condition;
- (e) BUYER or BUYER's agents, employees, licensees and or contractors shall indemnify and hold Seller harmless from any and all personal and or property damage resulting from the entry onto the premises.

24. BUYER'S COVENANT

BUYER covenants and agrees that the Premises shall hereafter, in perpetuity, be owned, managed, and held for "agricultural" purposes and a perpetual "Agricultural Preservation Restriction" or other document that satisfies the requirements of Community Preservation Act (M.G.L. c. 44B) or M.G.L. c. 184 §§ 31-33 shall be recorded at the Middlesex South Registry of Deeds. This paragraph shall survive the closing.

25. DUE DILIGENCE

BUYER shall have the right, from time to time, at BUYER's sole cost, expense, risk and hazard and in all such manner as BUYER may reasonably determine, without material damage being imposed upon the premises and remaining unrepaired, to enter upon the premises to make, or cause to be made, inspection, engineering and development findings in respect thereto, including (without limitation) the making of tests to determine whether any portion of the premises contains any Hazardous Substances under Applicable Laws or which may require any cleanup, remediation or other corrective action pursuant to such Applicable Laws, and, in general conducting other soil tests, analyses, studies and inspections of the premises. In consideration of the foregoing BUYER agrees (a) to indemnify and save SELLER

harmless from and against all loss, claim, liability, or damage, including reasonable attorney fees, arising out of or with respect to any and all entries and activities as aforesaid by BUYER and/or BUYER's agents, employees, licensees and contractors; and (b) as soon as practicable after any excavation to restore the surface and subsurface of the premises to substantially the same condition as they were in immediately prior to such excavation. BUYER shall provide SELLER with a copy of any and all studies performed at the Premises.

Upon determination that any Hazardous Substance is present on or in the premises, the BUYER may terminate this agreement upon written notice to the SELLER. In the event of such termination, any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

26. IRS FORM 1099-S DESIGNATION

IRS Form 1099-S Designation. In order to comply with the information reporting requirements of Section 6045(e) of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder, the parties agree (1) to execute an IRS Form 1099-S Designation Agreement in form mutually satisfactory to the parties at or prior to the closing to designate BUYER's attorney (the "Designee") as the party who shall be responsible for reporting the contemplated sale of the Premise to the Internal Revenue Service (the "IRS") on IRS Form 1099-S; (2) to provide the Designee with the information necessary to complete Form 1099-S; (3) that the Designee shall not be liable for the actions taken under this Agreement, or for the consequences of those actions, except as they may be the result of gross negligence or willful misconduct on the part of the Designee; and (4) that the Designee shall be indemnified by the parties for any costs or expenses incurred as a result of the actions taken hereunder, except as they may be the result of gross negligence or willful misconduct on the part of the Designee. The Designee shall provide all parties to this transaction with copies of the IRS Forms 1099-S filed with the IRS and with any other documents used to complete IRS Form 1099-S.

27. REMEDIES

- (a) SELLER's Failure to Perform. In the event of SELLER's failure to perform any of SELLER's obligations under this Agreement, BUYER shall have as its sole remedies (i) the right to waive such failure or breach and proceed to Closing with no reduction in the Purchase Price or (ii) the right to terminate this Agreement upon written notice to SELLER, in which case the parties shall have no further obligations under this Agreement except for those obligations, if any, which expressly survive the termination of this Agreement.
- (b) BUYER's Failure to Perform. In the event of BUYER's failure to perform any of BUYER's obligations under this Agreement, SELLER shall have as its sole remedies (i) the right to waive such failure or breach and proceed to Closing

or (ii) the right to terminate this Agreement upon written notice to BUYER, in which case the parties shall have no further obligations under this Agreement unless within thirty days after the time for performance of this agreement or any extension hereof, the SELLER otherwise notifies the BUYER in writing.

28. PROCUREMENT, ETC.

This agreement is subject to compliance with any requirements of the Massachusetts General, Special Laws, regulations or the Bylaws of the Town of Littleton relative to the acquisition of property by the TOWN.

29. SELLER'S CLOSING STATEMENT

SELLER agrees to execute at the closing a statement under oath to the BUYER or to any title insurance company issuing a policy to BUYER to the effect that: (1) there are no tenants, lessees or parties in possession of the Premises; (2) SELLER has no knowledge of any work having been done to the Premises which would entitle anyone now or hereafter to claim a mechanics' or materialmens' lien on the Premises; and (3) SELLER is not a foreign person subject to the withholding provisions of the Internal Revenue Code of 1986, as amended (FIRPTA).

30. EMINENT DOMAIN

In addition to agreeing to obtain conveyance of the Premises by transfer of a deed from the SELLER hereunder, the TOWN reserves the right to exercise its right of eminent domain to acquire the Premises. As provided in the attached "Waiver of Appraisal, Damages and Relocation Benefits", the SELLER hereby acknowledge and agree that the SELLER shall institute no proceedings subsequent to any eminent domain taking of the Premises for the payment on account of such taking of any amount in excess of the purchase price referred to herein. Both the TOWN and the SELLER hereby stipulate, acknowledge and agree that the fair market value of the Premises is fairly represented by the purchase price set forth herein and the SELLER shall institute no action for assessment of damages or bring any action in the nature thereof subsequent to the recording of any order of taking by the TOWN hereunder. The SELLER further waives any right to relocation benefits to which it may be entitled pursuant to G.L. c. 79A. SELLER agrees to save, defend, indemnify and hold harmless the TOWN from any and all costs, expenses, losses or liabilities, including reasonable attorney's fees, should SELLER violate the within provision. This paragraph shall survive the delivery of the deed hereunder.

31. BROKERS

SELLER represents to BUYER that SELLER has engaged The Gosselin Group, Inc. as its real estate broker in connection with this Agreement and the transaction contemplated by this Agreement, and SELLER acknowledges and agrees that SELLER shall be solely responsible for compensating such agent in connection with

the transaction contemplated herein. BUYER represents to SELLER that buyer has not used a real estate broker in connection with this Agreement or transaction contemplated by this Agreement.

32. NEXT BUSINESS DAY

In the event that any date for performance or notice hereunder falls on a Saturday, Sunday or a state, federal or bank holiday, the deadline for such performance or notice shall be automatically extended to the next business day.

33. APPLICABLE LAW

This Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts without regard to conflict of law principles.

34. BINDING ON SUCCESSORS

This Agreement shall be binding not only upon the parties, but also upon their respective heirs, personal representatives, assigns and other successors in interest.

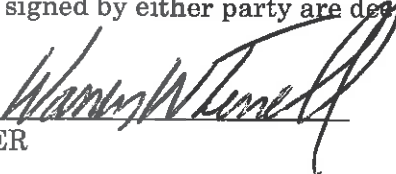
35. ENTIRE AGREEMENT; MODIFICATION; WAIVER

This Agreement constitutes the entire agreement between BUYER and SELLER pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted. No supplement, modification, waiver or amendment of this Agreement shall be binding unless specific and in writing executed by the party against whom such supplement, modification, waiver or amendment is sought to be enforced. No delay, forbearance or neglect in the enforcement of any of the conditions of this Agreement or any rights or remedies hereunder shall constitute or be construed as a waiver thereof. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

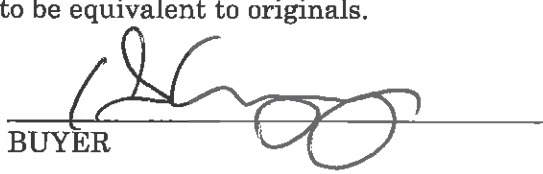
36. COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and all of which counterparts together shall constitute but one and the same instrument. Legible fax copies and photocopies of documents signed by either party are deemed to be equivalent to originals.

SELLER



BUYER



TOWN OF LITTLETON, MASSACHUSETTS

Waiver of Appraisal, Damages, and Relocation Benefits

KNOW ALL MEN BY THESE PRESENTS, that the CONGREGATIONAL CHURCH OF LITTLETON (the "Owner"), is the owner of certain parcel of land containing 7.16 acres, more or less, on Great Road, Littleton (the "Property"), which Property is a portion of the premises described in a deed recorded with the Middlesex South District Registry of Deeds in Book 30411, Page 372. The Owner, in consideration of the sum of Four Hundred Fifteen Thousand Dollars (\$415,000.00) (the "Award") to be paid by the Town of Littleton (the "Town"), hereby acknowledges such consideration to be full compensation for all damages sustained by the Owner on account of an eminent domain taking, dedicates the Premises to "agricultural" purposes pursuant to a perpetual "Agricultural Preservation Restriction" or other document that satisfies the requirements of Community Preservation Act (M.G.L. c. 44B) or M.G.L. c. 184 §§ 31-33, to be made by the Town, by and through its Board of Selectmen or its nominee, of the fee interest in the Property (the "Taken Premises") known and identified as Lot 4B on plans entitled "Plan of Land in Littleton, Mass. Owned by: Congregational Church of Littleton" prepared by Goldsmith, Prest & Ringwall, Inc. 39 Main St., Suite 301, Ayer, MA 01432, Civil & Structural Engineering, Land Surveying & Land Planning, Scale 1 inch = 60 ft., dated April 4, 2008, and recorded with the Middlesex South District as Plan No. 465 of 2008 (the "Plan") and also shown on a plan entitled "Easement Plan for land owned by: Congregational Church of Littleton" prepared by Goldsmith, Prest & Ringwall, Inc. 39 Main St., Suite 301, Ayer, MA 01432, Civil & Structural Engineering, Land Surveying & Land Planning, Scale 1 inch = 60 ft., dated June 9, 2008, and recorded with the Middlesex South District herewith as Plan No. 465 (P2) of 2008 (the "Easement Plan"), and, for itself and its successors and assigns, pursuant to G.L. c.79, § 39, hereby waives, releases and forever discharges the Town, its successors and assigns, from all debt, demands, actions, reckonings, bonds, covenants, contracts, agreements, promises, damages, liabilities, and any and all other claims of every kind, nature and description whatsoever, both in Law and Equity, from or in consequences of said taking, consents to said taking, waives all rights to appraisal and damages for said taking but for the Award, and further waives all relocation benefits under G.L. c. 79A.

EXECUTED UNDER SEAL this _____ day of _____, 2013.

CONGREGATIONAL CHURCH OF LITTLETON

Name: _____

By: Holly Magner, Council Chair

Name: _____

By: Richard Harrington, Treasurer