

## AGREEMENT

This Agreement is made and entered into as of the \_\_\_ day of \_\_\_\_\_ 2009 by and between The Town of Littleton by and through their Board of Selectmen (hereinafter the "Town") and Pam F. Inc, Alan W. Fletcher President, and Adjacent Land Company, LLC, Alan W. Fletcher, Manager, (collectively the "Landowners");

**WHEREAS**, The Landowners are the owners of the Property located off of Littleton Road, more specifically shown as Littleton Assessor's Map U-5 Parcels 1, 2 and 2-1, and Map U6, Parcels 2, 3 and 2-5 (hereinafter the "Property"); and

**WHEREAS**, The Landowners desire to rezone their property from Residential zoned to Business zoned; and

**WHEREAS**. The Town will support the Landowners' petition for rezoning the Property from a Residential to a Business zone if the Landowners agree to limit the uses on the Property if rezoned;

**WHEREAS**, the Landowners are willing to limit the use of the Property in the event the Town of Littleton Town Meeting votes to rezone the Property in its entirety at the May 4, 2009 Annual Town Meeting.

**NOW, THEREFORE**, the Landowners and the Town agree as follows:

1. In the event the Property is rezoned in its entirety to Business, the Landowners will agree to limit the uses allowed on the property as follows:

### USES AND OPERATION

- a. The Landowner will not enter into any new lease or agreement for any of the following uses on any portion of the Property: (i) bulk sale of mattresses or linens; (ii) fast food sales with drive-through windows where food or beverage is purchased by customers in vehicles; (iii) sale, repair or rentals of automobile; (iv) sale or rental of trailers, boats or recreational vehicles; (v) sale of items or products out of trailers; (vi) light manufacturing; (vii) an outdoor "flea market;" (viii) a warehouse (which shall not prohibit storage of equipment or inventory used or sold in the occupant's business); (ix) "adult uses," as that term is defined in the Bylaw; (x) wireless communication facilities or towers.
- b. The Landowner agrees that any project developed on the Property as a whole shall not include no more than two (2) restaurants, comprising one "high turnover sit-down" restaurant and one "quality" restaurant, (as such terms are defined as items 932 and 931, respectively, of the Institute of Traffic Engineers

*Trip Generation*, 7th Ed). No portion of the Property shall be leased to restaurant operations for "McDonalds, Burger King, Kentucky Fried Chicken (KFC), Taco Bell, Roy Rogers, Arbys, Wendy's or Hardee's. Provided, however, that such upscale "high turnover" restaurants such as Panera, Au Bon Pain, Cold Stone Creamery and Chipotles shall be allowed. This restriction shall not act to prohibit the additional use of the Property for one (1) retail establishment whose primary business is the sale of coffee or tea and coffee and tea based beverages.

- c. The Landowner agrees that the Property shall be developed in general accordance with that certain plan entitled "X," prepared X., and dated 2009, a copy of which is attached to this Agreement as Exhibit A, as the same may be varied or altered in connection with the granting or maintenance of necessary development or operating permits or approvals and as may be reasonably possible based on soil testing, wetlands regulations, MESA and other applicable laws and regulations.
- d. Development of the Property will include a minimum of 50% Recreational and Open Space uses.
- e. Development of the Property shall not include more than 15% Restaurant uses.
- f. Development of the Property shall not include more than 40% retail uses.
- g. Development of the Property shall not include more than 40% business uses.
- h. The Landowner shall use commercially reasonable efforts to develop and institute a recycling program for all tenants of the Property.

## ARCHITECTURE

- a. The Landowners agree to utilize "New England Style" and/or "Farm Style" architecture, reasonably consistent with the architectural example attached hereto as Exhibit B, in the design of any buildings constructed along Great Road (Route 119) and will utilize reasonable efforts to employ such architectural styles in the development of all structures on the Property, provided that both parties recognize and agree that the utilization of such styles may not be economically or structurally feasible in the development of the recreational facilities and that such recreational facilities may employ another style as reasonably dictated by the industry.

**DIMENSIONAL REQUIREMENTS**

- a. Front yard setback of all buildings and structures including parking areas shall be no less than one-hundred fifty feet (150') from Great Road. Provided however that any outdoor recreational fields, agricultural uses, pedestrian uses, driveways and utilities may reside within said setback provided they meet all applicable Littleton Zoning Requirements.
- b. All development within the Property shall conform to the dimensional use standards within the Littleton Zoning Bylaw.

**TRAFFIC STUDY**

- a. The Landowners agree to provide a traffic study for any proposed development of the Property at their sole cost and expense when applying for any development permits.
- 2. The Town agrees to support the Landowners rezoning petition before the May 4, 2009 Annual Town.
- 3. In the event the Property is rezoned at the May 4, 2009 town meeting, this Agreement shall be recorded at the Middlesex South Registry of Deeds intending to be a covenant affecting the use of the Property and to be a legally binding agreement between the Town of Littleton acting by and through its Board of Selectmen and the Landowners, and their respective successors and assigns.

**IN WITNESS WHEREOF**, the Town and the Landowners have executed and sealed this Agreement as of the date first written above.

Adjacent Land Company, LLC  
Alan W. Fletcher, Manager

Pam F., Inc.  
Alan W. Fletcher,  
President

Littleton Board of Selectmen  
Individually,

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