

## HOST COMMUNITY AGREEMENT

This Host Community Agreement (the "Agreement") is entered into by and between the Town of Littleton (the "Town"), acting by and through its Board of Selectmen and Michael S. Field and Matthew P. Field, Trustees of M & M Realty Trust with its principal place of business at 442 King Street, Littleton, Massachusetts 01460, on behalf of themselves, their successors and assigns ("Developer"). This Agreement represents the understanding between the Town and the Developer (the "Parties") with respect to the commitments by the Developer in connection with the development of the Couper Farm and adjoining land as more specifically described below and the agreement by the Town to support said development.

### RECITALS

WHEREAS the Developer has contracted to purchase the Couper Farm, a parcel of land located on 180 Great Road, containing approximately 34 acres, and shown on Littleton Assessors Maps as parcel U-5-5, and as further described in a Purchase and Sale Agreement, as amended to date, between Barbara O'Connell and Kristen Scheilhase, Trustees of The Couper Farm Irrevocable Trust, as Seller, and the Developer, as Buyer, a copy of which Purchase and Sale Agreement and all amendments are attached hereto as Exhibit A; and

WHEREAS the Developer has contracted to purchase a parcel of land located off Goldsmith Street, containing approximately 7.55 acres, and being a portion of the property shown on Littleton Assessors Maps as parcel U-11-61, from On the Rail Farm Co., Inc., and as shown on the Plan referenced below (the "Goldsmith Street Property"); and

WHEREAS the Developer proposes to develop the Couper Farm Property, substantially as shown on the plan entitled: "Open Space Development Concept Plan, 180 Great Road, Littleton, Massachusetts, CP8, Prepared for M&M Realty Trust, Date: February 29, 2016, last revised March 21, 2016", (the "Plan"), a copy of which is attached hereto as Exhibit B; and

WHEREAS the Couper Farm is presently taxed in accordance with M.G.L. c.61A, which provides the Town with a right of first refusal should the property be sold for, or converted to, residential, industrial or commercial use; and

WHEREAS the Couper Farm Irrevocable Trust has not filed with the Town a notice to convert to a residential use, along with a bona fide Purchase and Sale Agreement, pursuant to M.G.L. c. 61A, §14, and has not triggered the Town's right of first refusal to purchase the property; and

WHEREAS the Couper Farm Irrevocable Trust did not apply for M.G.L. c. 61A designation for the fiscal year beginning July 1, 2016; and

WHEREAS assuming the Couper Farm does not remain subject to M.G.L. c.61A for the fiscal year beginning July 1, 2016, the Town's statutory right of first refusal would lapse on or about July 1, 2017; and

WHEREAS the Couper Farm Purchase and Sale Agreement provides for a closing on July 5, 2017, after the Town's right to receive a notice to convert to a residential use (which triggers the Town's right of first refusal) pursuant to M.G.L. c. 61A, §14; and

WHEREAS the Developer possesses a material interest in commencing the permit process for the Couper Farm prior to July 5, 2017, but does not wish to do so without the Town waiving its right of first refusal pursuant to M.G.L. c. 61A, §14;

WHEREAS the Developer is willing to donate in excess of 22 acres of land, comprised of a part of the Couper Farm and a part of the Goldsmith Street Property, to the Town for open space, including passive and active recreation use; and

WHEREAS the Town possesses a material interest in receiving the gifts of land and other benefits identified herein and as shown on the Plan, and will only consider electing to waive its right of first refusal at this time provided: (i) it receives said gifts of land and other benefits identified herein and as shown on the Plan, (ii) the Couper Farm is developed as described herein, and (iii) in consideration of the other agreements between the Parties outlined below.

WHEREAS the Developer wishes to enter into this non-regulatory Agreement with the Town to memorialize its commitment through the alternate means discussed herein.

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein and other good and valuable considerations, the receipt of which is hereby acknowledged, the Parties, on behalf of themselves, their successors and assigns, hereby covenant and agree as set forth herein.

1. The Developer will develop the Couper Farm exclusively as an Open Space Development pursuant to Article XIX of the Town's Zoning Bylaw. This development of the Couper Farm shall contain no more than 23 dwellings (excluding the existing residential structure) and shall be substantially as shown on Exhibit B.

2. The Developer, subject to obtaining the Town's waiver under M.G.L. c. 61A, §14, and receiving the permits and approvals defined below, agrees to the following land gifts and public benefits, subject to minor modification as to size and lot configuration as required by engineering and permit approvals and as agreed to by the parties:

(a) Gift to the Town approximately 9 acres along Great Road and shown on the Plan as: Open Space Area "A" containing approximately 182,811 square feet with 602.91 feet of frontage along Great Road, to be restricted and preserved for recreational, conservation and/or agricultural purposes; Open Space Area "B" containing approximately 160,177 square feet with 836.52 feet of frontage along Great Road to be restricted and preserved for agricultural purposes; and Open Space

Area "E" containing approximately 42,306 square feet with 231.97 feet of frontage along Great Road to be restricted and preserved for agricultural purposes. The Developer may create two (2) access and egress roads from Great Road as shown on the Plan, to access the remainder of the Couper Farm and the Goldsmith Street Property. The Open Space Area "A", "B" and "E" will bear the Couper family name as a memorial to Henry Vincent Couper.

(b) Gift to the Town "Open Space Area C", and shown on the Plan, containing approximately 581,383 square feet to be restricted and preserved as open space.

(c) Dedicate a 6 foot wide walking trail easement around the perimeter of the Couper Farm connecting the development to the sidewalks leading to the Littleton Common, Church Meadows and abutting shopping center.

(d) Donate the existing residential home in the Couper family memory to the Littleton Housing Authority or Habitat for Humanity for affordable housing for a DHCD eligible family, or for such other public use as determined by the Town which use shall not be detrimental to the proposed residential development. In addition, and at the Town's discretion, (i) the existing residential structure may remain in its current location or be relocated to Open Space Area "A", "B" or "E", to another location in Town or may be demolished.

(e) Dedicate a recreation, conservation or open space easement on certain land designated for a septic leaching field on the Plan to the extent such use does not interfere with the primary septic use of the land.

3. The land gifts provided in Section 2 above shall be conveyed to the Town at such time as which the Developer (or such affiliated entity through which Developer takes title) has secured all permits and approvals it requires to develop Couper Farm as a 23 lot single family home Open Space Development (including a Special Permit under Article XIX of the Zoning Bylaws, Site Plan approval, and a Determination of Non-Applicability or a permit from the Conservation Commission), substantially in accordance with the Plan.

4. In the event the acquisition of the Goldsmith Street Property does not occur through no fault of the Developer, or the necessary permits and approvals are not granted by the Town, the Developer may develop the Couper Farm as an Open Space Development/Over 55 Housing Development substantially as shown on Exhibit C attached hereto ("Plan II"), in which case Developer shall make the land gifts provided in Section 2 and Section 3 above, as modified on the Plan II with respect to Open Space C and the septic leaching field easement.

5. In the event that Developer is unable, despite its good faith efforts, to obtain all necessary permits and approvals for either the Open Space Development shown on Exhibit B or the Open Space/Over 55 Housing Development shown on Exhibit C, and the Developer proceeds with the purchase of the Couper Farm before July 1, 2017, it will work with the Town to develop a mutually agreeable alternative Open Space Development (which may include an Over 55 Housing Development in the

event that the acquisition of the Goldsmith Street property does not occur through no fault of the Developer) that contains no more dwellings than proposed on Exhibit B or Exhibit C, as applicable, and preserves substantial open space. As with the Open Space Developments shown on Exhibit B and Exhibit C, the Developer shall convey such open space to the Town upon receipt of all necessary permits and approvals.

6. On or before April 29, 2016, the Town will issue a Notice of Non-Exercise of its Right of First Refusal on the Couper Farm in the form attached hereto as Exhibit D.

7. In addition, Developer agrees to develop and operate, subject to obtaining necessary permits and approvals, a separate project located at 9-11 Goldsmith Street as a 12-unit rental project (or such number of units as approved by the Town) with at least twenty five percent of the units to be affordable units, such that all units within the rental project shall be eligible for inclusion on the Department of Housing and Community Development's Subsidized Housing Inventory. Developer agrees to apply for and pursue such permits in a commercially reasonable manner, which the parties understand may not be until after completion of the Couper Farm project. Developer agrees to place a deed restriction on the property that restricts the use of the residential rental units as described above. In exchange, and in order to help make the development and operation of a 12-unit rental project containing twenty five percent affordable units economic for the Developer, the Board of Selectmen agrees to waive \$70,000 in connection or permit fees associated with the Couper Farm project. In the event the Developer is unable to obtain the necessary approvals for the 12-unit rental project (or, if unit numbers must be reduced as a result of the permitting of the project, for a rental project containing at least 9 units), or the Town determines that the Developer has not pursued the rental project described above in a reasonably timely manner after completion of the Couper Farm project, the Developer shall refund any waived fees to the Town. This waiver shall be provided to Developer only after the Open Space has been conveyed to the Town in accordance with Sections 2 through 5, above, and only after the Developer has provided the Town with an irrevocable letter of credit, lien, bond, or other security reasonably acceptable to the Town to ensure availability of the \$70,000 should a refund, as provided for above, be necessary.

8. **Entire Agreement.** This Agreement reflects the entire agreement between the parties. Any prior or simultaneous correspondence, understandings, agreements, or representations are null and void upon execution hereof, unless set out in this Agreement.

9. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

10. **Counterparts.** This Agreement may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one instrument.

11. All notices or requests required or permitted hereunder shall be in writing and addressed, if to the Town as follows:

Keith A. Bergman, Town Administrator  
Town of Littleton  
Town Office Building  
37 Shattuck Street, P.O. Box 1305  
Littleton, MA 01460

with a copy to:

Thomas J. Harrington  
Miyares and Harrington LLP  
40 Grove Street  
Suite 190  
Wellesley, MA 02482

If to the Developer to:

M & M Realty Trust  
Matthew P. Field, Trustee  
442 King Street  
Littleton, MA 01460

With a copy to:

Jennifer C. Platt, Esq.  
Lynch Brewer Hoffman & Fink  
75 Federal Street, 7<sup>th</sup> Floor  
Boston, MA 02110

Each of the Parties shall have the right by notice to the others to designate additional parties to whom copies of notices must be sent, and to designate changes in address. Any notice shall have been deemed duly given if mailed to such address postage prepaid, registered or certified mail, return receipt requested, on the date the same is received or when delivery is refused, or if delivered to such address by hand or by nationally recognized overnight courier service, fees prepaid, when delivery is received or when delivery is refused, or if transmitted by facsimile or other electronic means with confirmatory original by one of the other methods of delivery herein described, on the date so transmitted by facsimile or other electronic means.

12. The Developer may assign their rights and obligations under this Agreement to any other party or entity with the written permission of the Town, which shall not be unreasonably withheld or delayed.

13. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then the

remainder of this Agreement shall not be affected thereby and shall remain valid and in full force and effect to the fullest extent permitted by law.

14. The PARTIES respectively represent and warrant that:

- a. Each is duly organized and existing and in good standing, has the full power, authority and legal right to enter into and perform this Agreement, and the execution, delivery and performance hereof and thereof (i) will not violate any judgment, order, law, bylaw or regulation, and (ii) do not conflict with, or constitute a default under, any agreement or instrument to which either is a party or by which either party may be bound or affected; and
- b. This Agreement has been duly authorized, executed and delivered; this Agreement constitutes legal, valid and binding obligations of each party, enforceable in accordance with its terms; there is no action, suit or proceeding pending or, to the knowledge of either party, threatened against or affecting either wherein an unfavorable decision, ruling or finding would materially adversely affect the performance of any obligations hereunder, except as otherwise specifically noted in this Agreement.

*[Remainder of page intentionally left blank]*

Executed as an instrument under seal this 25 day of April, 2016.

DEVELOPER:

By: Matthew P. Field  
Matthew P. Field, Trustee  
M & M REALTY TRUST

TOWN:

TOWN OF LITTLETON  
By its Board of Selectmen

J. R. Karr  
James Karr, Chair

Melissa Herbert, Vice Chair

Paul Avella  
Paul Avella, Clerk

Joseph Knox  
Joseph Knox

Charles DeCoste

**GOULD LAW OFFICES**  
311 GREAT ROAD  
P.O. BOX 752  
LITTLETON, MA 01460-2752  
TELEPHONE (978) 486-9566  
FAX: (978) 486-9498

Exhibit A

**SHERRILL R. GOULD, J.D., L.L.M.**  
ATTORNEY AT LAW  
Email: sherryeaq@yahoo.com  
Private: 978-501-2744

**J. SAMATHA GOULD, J.D.**  
ATTORNEY AT LAW  
Email: jsamatha@yahoo.com

CONCENTRATING IN  
REAL ESTATE  
ELDER LAW  
ESTATE PLANNING  
WILLS & TRUSTS

**HON. MORRIS N. GOULD**  
1918-1987

✓ *Board of Selectmen*

Board of Assessors  
Planning Board  
State Forester  
Conservation Commission  
Town Clerk  
Littleton Town Hall  
37 Shattuck Street  
Littleton, Ma 01460

May 4, 2015

**H. MITCHELL GOULD, ESQ.**  
1947-1987

Hand Delivery  
Hand Delivery  
Hand Delivery  
Hand Delivery  
Hand Delivery  
Hand Delivery  
Hand Delivery

**NOTICE UNDER M.G.L. c.61A, Section 14**

LAND: The Couper Farm, 180 Great Road, Littleton, Ma  
34.32 acres +/-

Deed Reference: Middlesex South District Registry of Deeds  
Book 42310, Page 329  
Assessor's Map: U5 Parcel 5, 30 acres +/-

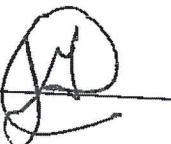
OWNER OF RECORD: Barbara A. O'Connell and Kristen Schellhase,  
Trustees, The Couper Farm Irrevocable Trust

Gentlemen and Ladies:

Please be advised that I am working with the Couper Farm Irrevocable Trust and purchasers of their land at 180 Great Road, Littleton, Massachusetts. I have been authorized by the current trustees of the Trust to prepare this Notice of Intent to Sell the land and buildings known as The Couper Farm at 180 Great Road, Littleton, Massachusetts, ("The Couper Farm").

The Couper family were aware of and sensitive to the numerous requests of the Town for use of this parcel of land and solicited bids from purchasers who would honor those various requests. As a result, the proposal, which they accepted contains development conditions and restrictions whereby the Purchaser may only develop the property if the conditions are met. They are set forth in detail in the Purchase Agreement, but contain the following benefits to the Town of Littleton:

Received



# GOULD LAW OFFICES

311 GREAT ROAD  
P.O. BOX 752  
LITTLETON, MA 01460-2752  
TELEPHONE (978) 486-9566  
FAX: (978) 486-9498

SHERRILL R. GOULD, J.D., LL.M.  
ATTORNEY AT LAW  
Email sherryesq@yahoo.com  
Private: 978-501-2744

J. SAMATHA GOULD, J.D.  
ATTORNEY AT LAW  
Email: jsamatha@yahoo.com

May 4, 2015

HON. MORRIS N. GOULD  
1918-1987

H. MITCHELL GOULD, ESQ.  
1947-1987

CONCENTRATING IN  
REAL ESTATE  
ELDER LAW  
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WILLS & TRUSTS

✓ **Board of Selectmen**  
Board of Assessors  
Planning Board  
State Forester  
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1. Approximately 9 acres, the entire frontage of the property and back for a distance of approximately 300 feet, will be deed restricted and preserved as either open space, community farm, or playing fields, or a combination of those uses, subject only to two access and egress roads to the land in the rear.
2. The existing house and 1 acre will be donated to the Town of Littleton or Habitat for Humanity for housing for a qualified family.
3. The purchaser will work with the town to provide a location for "The Long Store" removed from Chase Farm, to be reassembled on the land, if the town desires.
4. There will be a dedicated walking trail easement 35' to 50' in width around the entire perimeter of The Couper Farm.
5. There will be a 5 acre portion of the parcel to be built as an Over 55 Housing Development under Article XXIII of the Littleton Zoning Bylaw, which will provide 12 units of age restricted housing with 3 of them being offered as affordable under the DHCD guidelines.
6. There will be sidewalks along Great Road which will connect to the sidewalks running from Donelans to the Daycare property.

The current owners of the land are

Barbara A. O'Connell and Kristen Schellhase, Trustees, The Couper Farm Irrevocable Trust  
203 Turkey Lane  
Buxton, Maine 04093  
207-756-0191

by Deed recorded with Middlesex South District Registry of Deeds in Book 43210, Page 329.

The property is subject to an Agricultural or Horticultural Land Tax Lien, recorded with said Deeds in Book 18194, Page 145.

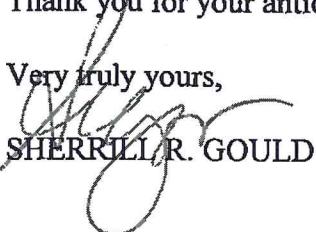
The owner proposes to sell the land to an unrelated party. In addition to the benefits to the Town of Littleton, the remainder of the land is proposed to be used for approximately 23 residential dwelling lots containing one unit each. Each of the lots will be located back of the existing tree line.

PLEASE ACCEPT THIS NOTICE pursuant to the provisions of M.G.L.c.61A, Section 14 and related statutes, of The Couper Farm Irrevocable Trust's intent to sell the land at 180 Great Road, Littleton, Massachusetts for the sum of \$1,845,000.00, pursuant to the terms of a certain Purchase and Sale Agreement dated April 27, 2015, a certified copy of which is enclosed.

We are therefore requesting you to vote to exercise or to waive your right of first refusal to purchase provided by the Statute, and to file your reply in recordable form within the time period allowed. I would like to be present at the meeting for any questions. I have requested the amount of the roll-back tax due from the assessor.

Thank you for your anticipated cooperation.

Very truly yours,

  
SHERRILL R. GOULD

# GOULD LAW OFFICES

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P.O. BOX 752  
LITTLETON, MA 01460-2752  
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CONCENTRATING IN  
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HON. MORRIS N. GOULD  
1918-1987

H. MITCHELL GOULD, ESQ.  
1947-1987

May 4, 2015

Board of Selectman

Hand Delivery

Board of Assessors

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Planning Board

Hand Delivery

State Forester

Hand Delivery

Conservation Commission

Hand Delivery

Town Clerk

Hand Delivery

Littleton Town Hall

37 Shattuck Street

Littleton, Ma 01460

## STATEMENT OF INTENT TO SELL UNDER M.G.L. c.61A, Section 14 STATEMENT OF PROPOSED USE OF LAND

LAND: The Couper Farm, 180 Great Road, Littleton, Ma  
34.32 acres +/-

Deed Reference: Middlesex South District Registry of Deeds  
Book 42310, Page 329  
Assessor's Map: U5 Parcel 5, 30 acres +/-

OWNER OF RECORD: Barbara A. O'Connell and Kristen Schellhase,  
Trustees, The Couper Farm Irrevocable Trust

Gentlemen and Ladies:

Please be advised that I am working with the Couper Farm Irrevocable Trust and purchasers of their land at 180 Great Road, Littleton, Massachusetts. I have been authorized by the current trustees of the Trust to prepare this Statement of Intent to Seller and Statement of Proposed Use for the land and buildings known as The Couper Farm at 180 Great Road, Littleton, Massachusetts, ("The Couper Farm").

The Couper family were aware of and sensitive to the numerous requests of the Town for use of this parcel of land and solicited bids from purchasers who would honor those various requests. As a result, the proposal, which they accepted contains development conditions and restrictions whereby the Purchaser may only develop the property if the conditions are met. They are set forth in detail in the Purchase Agreement, but contain the following benefits to the Town of Littleton:

1. Approximately 9 acres, the entire frontage of the property and back for a distance of approximately 300 feet, will be deed restricted and preserved as either open space, community farm, or playing fields, or a combination of those uses, subject only to two access and egress roads to the land in the rear.
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5. There will be a 5 acre portion of the parcel to be built as an Over 55 Housing Development under Article XXIII of the Littleton Zoning Bylaw, which will provide 12 units of age restricted housing with 3 of them being offered as affordable under the DHCD guidelines.
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203 Turkey Lane  
Buxton, Maine 04093  
207-756-0191

by Deed recorded with Middlesex South District Registry of Deeds in Book 43210, Page 329. (See Exhibit "A").

The property is subject to an Agricultural or Horticultural Land Tax Lien, recorded with said Deeds in Book 18194, Page 145. ( See Exhibit "B").

The land is located on the westerly side of Great Road, as shown on the attached "Conceptual Site Plan Couper Farm", dated April 20, 2015, (See Exhibit "C"), and on the Assessor's Map U5 Parcel 5 (Exhibit "D"). The land consists of approximately 34.32 acres. According to the Lien, approximately 30 acres is in the Chapter.

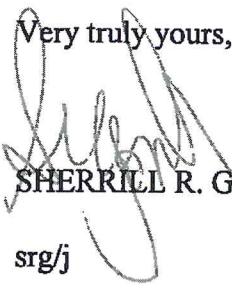
The owner proposes to sell the land for residential dwelling use, subject to the conditions for town benefits, and restrictions set forth herein and specifically set forth in the Purchase and Sale Agreement.

The owner has received a bona fide offer to sell the land for the price of \$1,845,000.00. The Owner has reserved the right to approve the final plans and will not approve the property for sale to this developer unless the conditions and benefits to the town are achieved.

A certified copy of the executed Purchase and Sale Agreement is enclosed herein. (Exhibit "E").

The owner has authorized me to write this letter under M.G.L. 61A to request the Town of act pursuant to the Statute.

Very truly yours,

  
SHERRILL R. GOULD

srg/j

**EXHIBIT A**  
**DEED**

2-  
①  
PROPERTY ADDRESS:

2  
QUITCLAIM DEED

WE, FRANK E. COUPER, and BARBARA A. O'CONNELL

IN CONSIDERATION OF LESS THAN ONE HUNDRED AND 00/100 DOLLARS (\$100.00)

GRANT TO Frank E. Couper, Barbara A. O'Connell, and Sherrill R. Gould, Trustees  
of the Couper Farm Irrevocable Trust, under a Declaration of Trust dated  
November 12, 2003 *trust certificate recorded hereinafter*  
of 416 Master Derby Court, Annapolis, MD 21404

*with quitclaim covenants*

SEE ATTACHED "EXHIBIT A"

Executed as a sealed instrument this 3rd day of June 2004

2004 00172710  
Bk: 48210 Pg: 329 Doc: DEED  
Page: 1 of 2 07/01/2004 03:46 PM

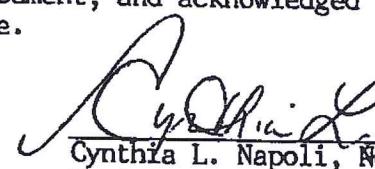
  
FRANK E. COUPER

  
Barbara A. O'Connell  
BARBARA A. O'CONNELL

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 3rd day of June 2004, before me, the undersigned notary public, personally  
appeared FRANK E. COUPER AND BARBARA A. O'CONNELL, proved to me through satisfactory  
evidence of identification which was the presentation of a driver's license, to be the  
persons whose name are on this document, and acknowledged to me that they signed it  
voluntarily for its stated purpose.

  
Cynthia L. Napoli, Notary Public  
My Commission Expires: 9/26/08



18194/145

FY 2016

Gould Law Offices  
PO Box 752  
Littleton, MA 01460

Exhibit A

A certain farm with the buildings thereon situated in the Easterly part of Littleton, Middlesex County, on the road from Concord to Groton containing 33 acres, more or less, bounded as follows, viz:

PARCEL ONE

BEGINNING at said road at land formerly of John Kimball;  
THENCE southwesterly on said Kimball land to a stake and stones at a cross wall at land formerly of John Goldsmith, and subsequently of D. G. Houghton;  
THENCE northerly, easterly and northerly on said Houghton's land so-called to land formerly of Charles H. Pierce, and subsequently of Wm. S. Proctor;  
THENCE easterly on land of said Proctor to said road;  
THENCE southeasterly on said road to the bound first mentioned.

PARCEL TWO

BEGINNING at the northeasterly corner at land formerly of Solomon Flagg and John Kimball, and subsequently of said William S. Proctor;  
THENCE easterly on other land of the Kimballs, now or formerly, as the wall stands to a cross wall;  
THENCE southerly as the wall stands to the corner at land formerly of Solomon Flagg, subsequently of Charles V. Flagg;  
THENCE westerly on land of said Flagg a straight line to a stake and stones at the end of an old wall;  
THENCE northerly a straight line on land of said Flagg to the first mentioned bound

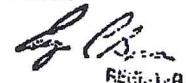
PARCEL THREE

BEGINNING at the southeasterly corner at said road at land formerly of John Kimball;  
THENCE northeasterly on said Kimball land to land formerly of Edwin W. Robinson;  
THENCE northerly and westerly as the wall now stands to land formerly of Luther White, still westerly on said White land to said road;  
THENCE southeasterly on said road to the bound first mentioned.

This conveyance is subject to all prior deeds out which have occurred from January 20, 1914 to the date of recording of this deed at the Middlesex South District Registry of Deeds.

Meaning and intending to convey and hereby conveying all of the same premises conveyed to Frank E. Couper, Barbara A. O'Connell and Sherrill R. Gould, Trustees of Couper Brothers Family Irrevocable Trust (under a Declaration of Trust recorded in Book by Deed recorded in Book 19850, Page 79, which trust terminated upon the death of Dean H. Couper. See also Death Certificate of Dean H. Couper recorded herewith.

RECEIVED & FILED - 3  
MIDDLESEX CO. MASS.  
REGISTRY OF DEEDS  
SOUTHERN DISTRICT  
ATTEST:

  
Barbara A. O'Connell

**EXHIBIT B**  
**LIEN**

Town of Littleton

Name of City or Town

## OFFICE OF THE BOARD OF ASSESSORS

## AGRICULTURAL OR HORTICULTURAL LAND TAX LIEN

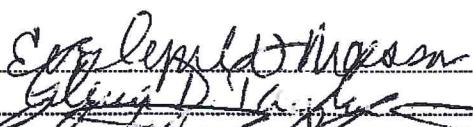
The Board of Assessors of the city/town of Littleton hereby state that it has accepted and approved the application of Henry V. & Dean H. Couper

owner or owners of the hereinafter described land for valuation, assessment and taxation of such land under the provisions of General Laws, Chapter 61 for the fiscal year ending June 30, 19

## DESCRIPTION OF LAND

Property located at 180 Great Road containing 30 acres of land shown on Assessors Map U5 Parcel 5.

Statement made this 1st day of July, 1986.


  
BOARD OF ASSESSORS

## COMMONWEALTH OF MASSACHUSETTS

Middlesex ss.

July 1, 1986.

Then personally appeared Evelyn Masson a member of the Board of Assessors of the city/town of Littleton and acknowledged the foregoing instrument to be the free act and deed of the Board of Assessors of Littleton before me, Mary Casy Notary Public-Justice of the Peace

, 1986, at o'clock and minutes M. Registry of Deeds Registry District  
Received and entered with Book Page, Document No. Certificate of Title No.

Attest:

Register

**EXHIBIT C**  
**CONCEPTUAL SITE PLAN**

LOT 4  
PLAN No 1444 OF 1988

—  
R-2367.00  
L-352.87  
D-930.74

MAP U-11-53  
ON THE RAIL FARM CO., INC.  
BK. 43320-285

WBB FOUND

1940 GREAT ROAD  
STATE HIGHWAY LAYOUT

## LOCUS INFORMATION

LOT C  
1,485,012 S.F.  
34.32 Acres  
MAP U-3-5  
DEED BIC 43210 PG.328  
COPPER FARM  
IRREVOCABLE TRUST  
TOTAL FRONTAGE=469.26

OWNERS:  
FRANK E. COOPER, 410 B, QUIET HOLLOW COURT, GLEN BURNE,  
MARYLAND 21051;  
BARBARA A. O'CONNELL, RES., TURKEY LANE ROAD, P.A. 0203  
ALBERT TAURI GRILL, 503 GREAT ROAD, P.O. BOX 1185 BELTON  
MD 07140  
TRUSTEE: COOPER BROTHERS FAMILY IRREVOCABLE TRUST  
(DEED ADDRESSEES)

12 UNITS  
55+ AGE RESTRICTED  
3 AFFORDABLE UNITS  
5.24 AC

MAP U-11-53  
ON THE RAIL FARM CO., INC.  
BK. 43320-205

DH FOUND

MAP U-12, 86  
TOWN OF UTTLETON  
BK. 6238-77  
LOTS 2614 TO 2652  
PLAN BK. 362 PLAN 26  
MAP A OF LONG LAKE

U-16-80  
MARGARET M. ARRISON

**EXHIBIT D**  
**ASSESSOR'S MAP**





**EXHIBIT E**  
**CERTIFIED COPY OF THE PURCHASE & SALE AGREEMENT**

17-18-2003 1000 1000

# PURCHASE AND SALE AGREEMENT

From the Office of  
Gould Law Offices  
978486-9566  
sherryesq@yahoo.com

This 27th day of April, 2015

## 1. PARTIES

Barbara O'Connell and Kristen Shellhouse, Trustees of The Couper Farm Irrevocable Trust, hereinafter called the SELLER, and

Michael S. Field and Matthew P. Field, Trustees of M & M Realty Trust, or nominee, of 442 King Street, Littleton, Ma., 01460, hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described Premises:

## 2. DESCRIPTION

the land and buildings known as the Couper Farm, 180 Great Road, Littleton, Massachusetts, consisting of 34.32 acres. of land more or less, more particularly described in a deed in Book 42310, Page 329, Middlesex South District Registry of Deeds.

## 3. FIXTURES

Included in the sale as a part of the Unit are the fixtures belonging to the SELLER and used in connection therewith, as to the residence, if any, all wall-to-wall carpeting, drapery rods, automatic garage door openers, venetian blinds, window shades, screens, screen doors, storm windows and doors, awnings, shutters, furnaces, heaters, heating equipment, stoves, ranges, ovens, oil and gas burners and fixtures appurtenant thereto, hot water heaters, plumbing and bathroom fixtures, garbage disposals, electric and other lighting fixtures, mantels, outside television antennas, fences, gates, trees, shrubs, plants, and ONLY IF BUILT IN air conditioning equipment, ventilators, dishwashers. The property is sold AS IS, and there are no warranties as to the structure or appliances and fixtures.

## 4. 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 days before the deed is to be delivered as herein provided, 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; Existing rights and obligations in party walls which are not the subject of written agreement;
- (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, so long as the same do not prohibit or materially interfere with the current use of said premises for single family residential dwelling purposes.



The Commonwealth of Massachusetts  
On this 4 day of May, 2015  
I certify that the within  
Document is a true, exact, complete and unaltered copy  
of the original.

*Sherrill R. Gould*  
My Commission Expires 5/22/2015

MPK

Bao  
KCS MPK

## 5. PURCHASE PRICE

The agreed purchase price for said premises is One Million Eight Hundred Forty-five Thousand and 00/100 (\$1,845,000.00) dollars, of which

\$ 16,000.00 have been paid as a deposit this day and

\$ Additional Deposits are to be paid as provided in Addendum A attached hereto, and the

Balance is to be paid at the time of delivery of the deed in cash, or by certified, cashier's, treasurer's or bank check(s) or attorney's conveyancing check, to be held in escrow by SELLER's attorney until the recording of the deed.

\$ 1,845,000.00      TOTAL

## 6. TIME FOR PERFORMANCE; DELIVERY OF THE DEED

Such deed is to be delivered as provided in Addendum A attached hereto, at the office of the conveyancing attorney. It is agreed that time is of the essence of this Agreement.

## 7. POSSESSION AND CONDITION OF PREMISES

Full possession of the 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 (a) in the same condition as they now are, reasonable use and wear thereof excepted, and (b) not in violation of said building and zoning laws, and (c) in compliance with provisions of any instrument referred to in Clause 4 hereof. The BUYER shall be entitled personally to inspect said premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause.

## 8. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM

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 hereof, the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make 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. Exclusive of liens, Seller shall not be required to incur costs or expenses totaling in excess of \$1,000.00 to make title conform.

## 9. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, ETC.

If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver or make the premises conform, as the case may be, all as herein agreed, or if 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.

*300*  
*MK*      *KES*      *MH*

## 10. 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 therefore 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 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 If a holder of a mortgage on the Premises shall not permit the insurance proceed or a part thereof to be used to restore the 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.

## 11. ACCEPTANCE OF DEED

The acceptance and recording of a deed by the BUYER or his nominee, as the case may be, 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.

## 12. 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 or within a reasonable time thereafter in accordance with customary conveyancing practice.

## 13. INSURANCE

Until the delivery of the deed, the SELLER shall maintain insurance on the

Premises as follows: *Type of Insurance*

*Amount of Coverage*

(a) Fire and extended coverage

\$ As presently insured

## 14. ADJUSTMENTS

Water and sewer use charges, common expenses for the then current month and taxes for the then current fiscal year, shall be apportioned and fuel value shall be adjusted, as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed.

## 15. ADJUSTMENT OF UNASSESSED AND ABATED TAXES

If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that

MR 3000 MR  
1000

neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.

#### **16. BROKERS FEE**

A Broker's fee for professional services in the amount of 2.5% is due from the Seller to Sherry Realty Associates, if as and when title passes and the deed is recorded. The parties have been provided disclosure that Sherry Realty Associates is owned by Sherrill R. Gould who is also seller's attorney in the transaction.

#### **17. BROKERS WARRANTY**

The Broker(s) named herein warrant(s) that the Broker(s) is(are) duly licensed as such by the Commonwealth of Massachusetts.

#### **18. DEPOSIT**

All deposits made hereunder shall be held in escrow by Gould Law Offices, as escrow agent in a non-interest bearing account subject to the terms of this agreement and shall be duly accounted for at the time for performance of this Agreement. In the event there is a default, the deposit shall immediately be paid over to the non-defaulting party. If there is a disagreement as to who is in default and both parties have made reasonable written claims to the funds, then the escrow agent shall retain the deposit pending written mutually agreeable instructions, signed by both the Buyer and the Seller or shall pay the monies into the courts upon the filing of an interpleader action.

#### **19. DEFAULT; DAMAGES**

If the BUYER shall fail to fulfill the BUYER's agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages, subject to the provisions of Addendum A, and this shall be SELLER's sole remedy at law or in equity.

#### **20. BROKER AS PARTY**

The Broker(s) named herein join(s) in this agreement and become(s) a party hereto, insofar as any provisions of this agreement expressly apply to the Broker(s), and to any amendments or modifications of such provisions to which the Broker(s) agree(s) in writing.

#### **21. 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.

#### **22. WARRANTIES AND REPRESENTATION**

The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either the SELLER or the Broker(s): NONE, neither direct nor implied.

*Bob W  
MK  
VS*

**23. MORTGAGE CONTINGENCY CLAUSE**  
**SEE ADDENDUM**

**24. 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 inures 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.

**25. LEAD PAINT LAW**

The parties acknowledge that, under Massachusetts law, whenever a child or children under six years of age resides in any residential premises in which any paint, plaster or other accessible material contains dangerous levels of lead, the owner of the premises must remove or cover said paint, plaster or other material so as to make it inaccessible to children under six years of age.

**26. SMOKE AND CARBON MONOXIDE DETECTORS**

The SELLER, at the SELLER's sole cost and expense, shall obtain a certificate from the fire department of the city or town in which the Premises are located stating that the Premises have been equipped with approved smoke detectors and carbon monoxide detectors in conformity with applicable law.

**27. DOCUMENTS TO BE EXECUTED AT CLOSING**

SELLER, at the time of delivery of the Deed, shall execute and deliver such certifications as may reasonably be required by the attorney for a mortgage lender financing the purchase of the Premises, including, but not limited to documents relating to: (a) occupancy of the Premises; (b) creation of mechanics or materialmen's liens; (C) the citizenship and residency of SELLER; and d) information required to permit the Closing Agent to report the transaction to the Internal Revenue Service. Seller shall not be required to sign any document which indemnifies any other person or entity nor shall Seller sign any document which creates a post closing liability for payment.

**28. TITLE INSURANCE**

BUYER's obligations hereunder are contingent upon the availability (at normal premium rates) of an owner's title insurance policy without exceptions other than the standard printed exceptions contained in the ALTA form currently in use for Survey and for Real Estate Taxes, (the latter of which shall only except real estate taxes not yet due and payable) and those exceptions permitted by Paragraph 4 of this Agreement. Specifically, without limitation, Seller shall execute and deliver an Affidavit in form sufficient to enable the title insurance company to delete its standard exception for mechanic's or materialmen's liens.

**29. ACCESS**

BUYER and BUYER'S agents shall have the right of reasonable access to the Premises prior to the time specified for delivery of the deed for the purpose of inspecting the Premises, showing the Premises to prospective mortgage lenders, taking measurements, performing testing and engineering, and the like. See Addendum A.

*MPF* *BS* *WJ*  
*US*

### 30. GOOD AND CLEAR TITLE

Without limiting the requirement that SELLER convey a good and clear record and marketable title as set forth in Paragraph 4 herein, title to the Premises shall not be deemed to conform with the requirements thereof unless:

- (a) All buildings, structures or improvements on the Premises, including but not limited to any driveways, garages, septic systems, leaching fields, cesspools, swimming pools, tennis courts, fences and all means of access to the Premises, shall be located completely within the boundary lines of the Premises and shall not encroach upon or under adjacent properties;
- (b) No buildings or structures of any kind on abutting properties encroach upon or under the Premises;
- (c) The Premises do not violate the local zoning ordinances of the (the "Zoning Ordinances") or the provisions of Massachusetts General Laws, Chapter 40A ("Chapter 40A") or that the Premises are validly nonconforming in accordance with said Zoning Ordinances and Chapter 40A;
- (d) The Premises have vehicular and pedestrian access to a public way;
- (e) The premises are equipped with all necessary utilities, including without implied limitation, electricity, private or municipal water, public sewer or septic tank, and oil storage tank, if necessary;
- (f) All improvements located on the premises have been constructed in accordance with any covenants governing the same, and, if required by said covenants, a recordable certificate of compliance is delivered at the closing or has been previously recorded in the Registry of Deeds;
- (g) Buyer's survey or mortgage plot plan indicates that no structure or improvement situated upon the premises violates the zoning ordinances or by-laws of the municipality in which the premises are located or the provision of M.G.L. Chapter 40A, unless such structures or improvements are validly nonconforming in accordance with said ordinances, by-laws and general laws;

and

### 31. COMPLIANCE WITH LAW

SELLER represents that as of the date of this Agreement, SELLER has received no notice from any municipal, county, state or federal agency asserting or alleging that the Premises are or may be in violation of the provisions of any municipal, county, state or federal codes, ordinances, statutes or regulations relating to zoning, building, environmental or health matters.

### 32. UNDERGROUND OIL TANKS

SELLER represents that SELLER has no knowledge of any underground fuel storage tanks on the Premises.

### 33. PUBLIC SEWER SYSTEM

SELLER represents that the Premises are serviced by a public sewer system and is not subject to the provisions of Title 5 of the state sanitary code.

### 34. NOTICES

Unless otherwise specified herein, any notice to be given hereunder shall be in writing and signed by the party or the party's attorney and shall be deemed to have been given (a) when delivered by hand, or (b) when mailed by registered or certified mail, all charges prepaid, or (c) when sent by successfully completed telecopier or facsimile transmittal, or (d) by electronic mail, if actually received, addressed:

For SELLER:

Sherrill Gould, Esq.

PO Box 752

Littleton, MA 01460

978 486-9566 Phone 978-501-2744 Cell 978-486-9498 Fax [sherryesq@yahoo.com](mailto:sherryesq@yahoo.com)

MFP 3/20/08  
JCS mk

FOR BUYER:  
Matthew P. Field  
442 King Street  
Littleton, MA Tel:-978-337-6375

### 35. RECORDING OF DEED

SELLER acknowledges that the purchase funds shall be held in escrow by Seller's attorney following the closing for a reasonable period of time until the deed can be recorded in the appropriate registry of deeds, not later than one business day after closing.

### 36. REBA STANDARDS

Any matter which is the subject of a title or practice standard of the Real Estate Bar Association of Massachusetts at the time of closing shall be governed by such standard to the extent applicable.

### 37. AUTHORIZATION TO SIGN EXTENSIONS AND NOTICES

In order to facilitate the execution and delivery of certain documents contemplated hereby, the parties grant to their respective attorneys the actual authority to execute and deliver on each party's behalf any (a) agreement modifying the time for the performance of any event hereunder, or (b) any notice that may be given under this agreement, and the parties may rely upon the signature of such attorneys (including faxed signatures) unless they have actual knowledge that a party has disclaimed the authority granted herein. Such authority may be exercised by facsimile signature or email.

### 38. PRIOR AGREEMENTS

This agreement supersedes any other prior agreement of the parties concerning the transaction contemplated hereby with any such prior agreements, offers, listing sheets, and disclosure sheets, becoming null and void upon the execution of this agreement. This agreement henceforth represents the complete and full agreement of the parties hereto, except as the agreement may be modified or altered by a written agreement signed by all the parties hereto. If a section of this agreement is deemed to be invalid, its invalidity shall not impinge on the validity of the remaining sections of this Agreement and they shall remain in full force and effect.

### 39. FAXED SIGNATURES

Faxed or scanned signatures on this agreement shall be considered as binding as original signatures.

### 40. NO OTHER BROKERS

Both parties represent to each other that they have not dealt with any real estate broker not otherwise set forth herein, with respect to this transaction and each indemnifies and holds the other harmless for any claims or demands by any real estate broker not otherwise set forth herein on account of acts of the other.

### 41. PREMISES AS IS

Buyers acknowledge that they have had an opportunity to have a home and pest inspection performed by an independent inspector of their choice and are satisfied with the results of the inspection, or have waived same, and are accepting the property in as is condition. Buyer agrees that any repairs or maintenance issues required to be repaired by their lender as a condition of Buyers loan, shall be at the Buyer=s sole effort, cost, expense and risk and that neither the Buyer nor the Seller shall, under any circumstances, be required or obligated to make such repairs.

Bao  
MK ICS MF

#### 42. CONSULTATION WITH AN ATTORNEY

The parties acknowledge that each party has been given the opportunity to consult with an attorney of their choosing regarding the legal consequences of this document and by signing said document acknowledge that he/she has either consulted with an attorney or desires not to do so. The parties acknowledge that this is a legal document which may affect each party's legal rights.

#### 43. CONTINGENCY

OMITTED

44. Premises shall be delivered in broom clean condition and free of debris.

45. During the term of this Agreement, the Seller agrees to maintain the exterior grounds of the premises in a manner consistent with that which they have been kept to date.

46. If any errors or omissions are found to have occurred in any calculations or figures used in the settlement statement signed by the parties (or would have been included if not for any such error or omission) and notice thereof is given within thirty (30) days of the date of the delivery of the deed to the party to be charged, then each party agrees to execute any document reasonably required by the Buyer's mortgage lender or the attorney responsible for the preparation of such settlement statement and to confirm or re-execute documents to correct such errors and omissions and to pay to the appropriate party any money due and owing within ten (10) days of receipt of such notice.

47. This agreement is subject to the Town waiving its Right of First Refusal to purchase the premises under Chapter 61 A Massachusetts General Laws. In the event of the Town's waiver as aforesaid, the agreement is further subject to the Buyer providing such public benefits and amenities, which are a material consideration for this transaction, as are contained in the attached Addendum A.

FOR RESIDENTIAL PROPERTY CONSTRUCTED PRIOR TO 1978, BUYER MUST ALSO HAVE SIGNED LEAD PAINT "PROPERTY TRANSFER NOTIFICATION CERTIFICATION"

NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney.

SELLER:

BUYER:

✓-Barbara O'Connell

SELLER:

BUYER:

Broker(s)

Bao  
JCS MR  
MK

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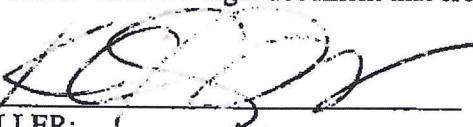
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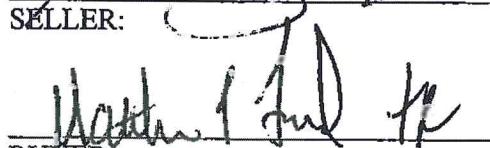
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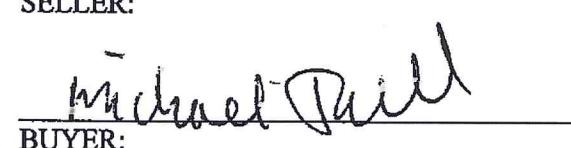
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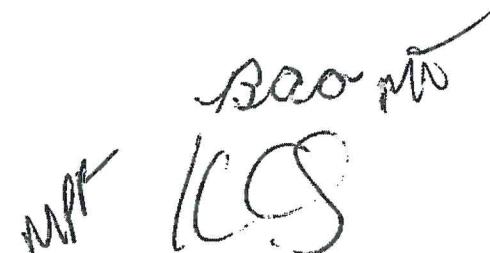
  
SELLER:

  
BUYER:

  
SELLER:

  
BUYER:

Broker(s)

  
300 m  
MPK LCS

## Addendum A

### Intended use of property

The Buyer intends to use this property as shown on the Plan to accommodate several mutual public benefit goals expressed by the Seller and the Town of Littleton, and the Buyer agrees that it is a condition of the sale that in the event the Town of Littleton waives its right of first refusal, then the Buyer is bound to provide and offer all of the following, subject to minor modification as to size and lot configuration, as dictated by the engineering approvals and as agreed by the parties:

- Approximately 9 acres, across the front of the property along Great Road and for a setback of approximately 300 feet, ("the preserved land") shall bear a restriction that it be restricted from development and reserved for community preservation such as public recreation/conservation/agriculture in the name and memory of the Couper Family, except for (a) one or two access and egress roads from Great Road to the rear of the property; (b) the existing residential structure; (c) an area to locate the so-called historic "Long House" if the town requests it be located on the preserved land; and (d) such parking and other amenities as the town requires for the uses of the preserved land. The Buyer shall not be obliged to pay for the field and parking improvements, but only to provide the area for same. As part of the creation of playing fields, or community farming, or conservation or agriculture preservation for this area, the Developer may request, and the Seller shall consent, and may participate in the request for a grant of a portion of Community Preservation funds to be used to loam and seed or turf playing fields or to make improvements for public parking or other improvements on the preserved land. It is the intent and request of the Seller that approximately 1/2 of the preserved land will be restricted for use as playing fields with parking areas and the other 1/2 for open space and agriculture. All of the preserved land and the amenities to be selected mutually by the sellers and the Town will bear the Couper Family name as a memorial to Henry Vincent Couper.
- The Developer will invite the Town to reassemble the "Long Store" on an area of the preserved land.
- Approximately 5 acres of the balance of the land shall be developed as an over 55 Affordable Housing project under the Littleton Zoning ByLaw, similar to that which Developer built at White Street, Littleton, Ma.
- The property will have a walking trail easement around the perimeter connecting the development to the sidewalks leading to Littleton Common, Church Meadows and the Daycare and for conservation use and enjoyment, also in the Couper memory.
- The existing residential home will be donated in the Couper memory to the Housing Authority or Habitat for Humanity as a home for a family who satisfies the DHCD definition as eligible for affordable housing, and eligible for inclusion in the Town's affordable housing inventory.

The Buyer's obligations hereunder, are subject to the buyer obtaining approval for no less than 23 House lots and the approval for 12 units in an over 55 Affordable Housing Project as part of the Definitive Subdivision Plan, and receiving all permits including subdivision approval for the Intended Use on the property on or before the end of the "Permitting Period" as provided herein.

*Bao* *MM*  
*MM* *CCS* *MM*

The parties acknowledge and agree that in order to obtain a Special Permit for Open Space Residential Development ("OSRD:"), the developer must first demonstrate and identify the number of conventional lots able to be built on the property using all of the land. To that end, the developer will prepare and present a plan showing a conventional development with lots fronting on Great Road. The parties agree that the developer has no intention of building lots fronting on Great Road and that configuration is only necessary for the purpose of establishing the lot requirements and density, which will enable the developer to obtain the OSRD Permit and grant the frontage as "open space", as set forth hereinabove, as part of the OSRD. The seller reserves the right and final approval over any subdivision which contains lots fronting on Great Road.

## CONDITIONS PRECEDENT TO CLOSING

### A. DUE DILIGENCE:

The Buyer shall have a period of 60 days within which to perform all engineering and testing, permitting and examination of the site conditions, including without limitation, environmental site assessments, engineering studies, soils, wetlands, septic and building rights, title examination, a survey plan to determine the actual boundaries of the land and to begin applying for such permits and approvals as the Buyer deems appropriate. During that period the Seller will seek approval from the Town to waive its right of first refusal to the property.

Notwithstanding anything contained in this Agreement to the contrary, if the Buyer is unsatisfied with the results of the due diligence investigation for any reason, or is unable to obtain the Permits and Approvals on such terms as are acceptable to Buyer, or is unable to obtain financing at prevailing rates and terms, or if the Town exercises its right of First Refusal, then in Buyer's sole discretion during the applicable Period, the Buyer shall have the right to terminate this Agreement by sending a written notice of termination to the Seller, in which event this Agreement thereupon shall terminate and the Deposit shall be promptly returned to Buyer, this Agreement shall terminate and be of no further recourse to any party.

From and after the date of this Agreement Buyer may enter upon the land to perform all testing, engineering and site inspections and assessment as may be necessary to the due diligence process.

- a. Buyer will carry general contractor's liability insurance and builder's all risk insurance for Buyer and for all subcontractors and personnel performing work on the site.
- b. Buyer agrees to indemnify and save harmless the Seller from all liability and damage for any and all accident, injury or losses to persons or property as a result of any actions of Buyer, its agents, servants or employees while in or upon the property under this Agreement.
- c. Buyer agrees that all disturbed areas will be restored to their condition prior to disturbance and that all holes excavated by Buyer will be filled within 24 hours of their creation and mounded sufficiently above the grade to prevent settling below the original grade prior to disturbance.

*300 MP*

*WT CCS*

d. In the even the agreement is terminated for any reason, Buyer will deliver and will assign to Seller all permits, plans and engineering, all test results and all benefit of the design.

Seller will cooperate with Buyer in obtaining Due Diligence information.

### **B. PERMITTING PERIOD**

After the end of the due diligence period, the Buyer has a permitting period of up to 12 months upon payment of deposits as provided hereinafter. Buyer shall apply for Planning Board Approval for Site Plan Review, an Open Space Residential Special Permit, Special Permit for Shared Driveways, an Over 55 Residential Development Permit, such subdivision approval as is necessary to obtain the various permits, and Town of Littleton permits for wastewater treatment or septic permits, water hookups, highway curb cuts, stormwater management and drainage control, conservation permits, building permits, highway access permits, etc. All permits and the permitting process shall be solely at Buyer's expense. Buyer shall have 12 months from the date of the end of the due diligence period to obtain all required permits, but buyer agrees to proceed diligently and expeditiously to schedule as many Boards at a time as is practical and to design the project right after the due diligence is acceptable. In addition, upon payment of fees as below, the permitting period can be extended by mutual agreement for an additional 90 days, after the 12 months, which agreement will not be unreasonably withheld if Buyer has been proceeding diligently and delays are through no fault of Buyer.

Additionally, the permitting period shall be extended if any appeals are filed during the process of obtaining permits.

### **C. ADDITIONAL DEPOSITS:**

At the end of the due diligence period, the Buyer shall deposit an additional \$10,000.00 with Seller's escrow agent and the sum of \$13,000.00 shall become non-refundable unless the Town shall exercise its right of first refusal, (or in the event of Seller default), in which event all deposits made shall be refunded, and this agreement shall become null and void and with no further recourse between the parties.

After five months from the end of the due diligence period, and during the permitting period, an additional \$13,000.00 shall become non-refundable unless Buyer has sooner terminated the agreement, and this sum shall be refundable only in the event of Seller default.

Each of these non refundable deposits shall be applied to the purchase price at closing.

Commencing with the sixth month following the due diligence period, the Buyer may continue to pay for permitting period extensions upon the payment of \$2,500.00 per month on the same day of each month from the sixth month until closing, each of which shall be non-refundable but will be applied to the purchase price at closing. The closing will be no more than 17 months after the date the agreement is signed, which time shall be extended by any appeals periods as below or may be extended by mutual agreement of the parties, provided the monthly extension fees continue to be paid.

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MP  
KS

The total of months of permitting period is anticipated to be 12 months following due diligence with an additional 90 days thereafter if delays are no fault of buyer, and which will be extended commensurate with any appeals periods if, during the process, any of the decisions are appealed.

#### D. MORTGAGE CONTINGENCY CLAUSE.

In order to help finance the acquisition of said premises, the BUYER shall apply for a conventional bank or other institutional mortgage loan for acquisition of 80% of the purchase price and for infrastructure improvements of not less than \$1 Million, at prevailing rates, terms and conditions. If despite the BUYER'S diligent efforts a commitment for such loan cannot be obtained on or before 60 days from the date on which the agreement is executed, the BUYER may terminate this agreement by written notice to the SELLER and/or the Broker(s), as agent(s) for the SELLER, prior to the expiration of such time, whereupon 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.

**CLOSING DATE:** The closing date shall be 14 days after all permits have been granted and all appeals periods have expired, but no later than 17 months from the date this agreement is signed. Buyer will diligently seek all permits and approvals.

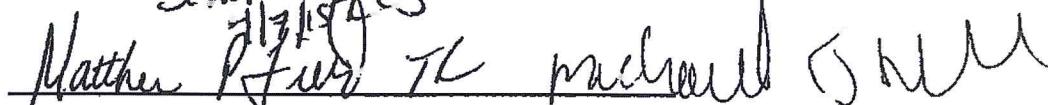


**The Couper Farm Irrevocable Trust**

By: Kristen Shellhouse



By: Barbara O'Connell

  
Matthew Field

M & M REALTY TRUST

BY: MATTHEW FIELD, TRUSTEE

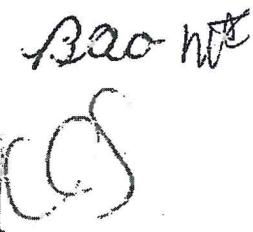
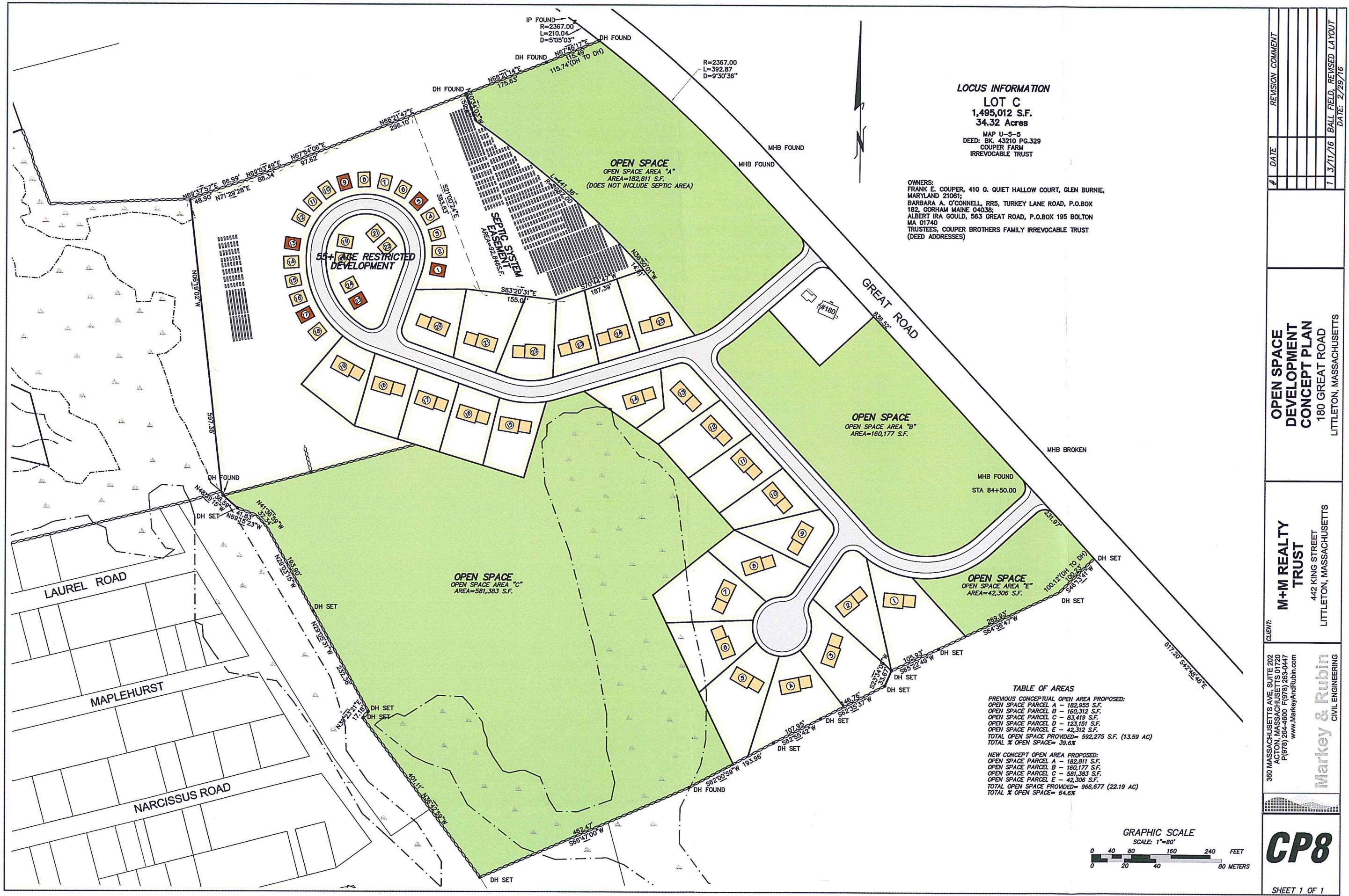
  
Barbara O'Connell

Exhibit B





April 25, 2016

By Certified Mail – Postage Prepaid

The Couper Farm Irrevocable Trust  
Kristen Shellhause, Barbara A. O'Connell and Sherrill R. Gould, Trustees  
203 Turkey Lane  
Buxton, Maine 04093

*Re: Notice of Non Exercise*

Dear Trustees of the Couper Farm Irrevocable Trust:

On May 5, 2015, the Town of Littleton received your Notice of Intent to Sell provided pursuant to Massachusetts General Laws Chapter 61A, Section 14, and pertaining to 180 Great Road Littleton, Massachusetts ("the Couper Farm"), an approximately 34.32 acre portion of Assessor's Map U-5-5.

The Property is owed by Kristen Shellhause, Barbara A. O'Connell, and Sherrill R. Gould, Trustees of The Couper Farm Irrevocable Trust and recorded with the Middlesex South District Registry of Deeds at Book 43210, Page 329. See also, Middlesex South District Registry of Deed, Bk. 43210, Pg. 327 (Trustee's Certificate).

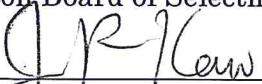
Please be advised that at a duly posted and convened meeting of the Littleton Board of Selectmen on April 25, 2016, a majority of the Board of Selectmen voted NOT TO EXERCISE THE OPTION to purchase the Property as provided by *M.G.L. c.61A, §14*, subject to the following conditions:

This notice of non-exercise waives the Town's right of first refusal as it pertains only to the land identified in the Notice received on May 5, 2015.

This notice is provided for purposes of recording this notice of non-exercise with the Middlesex South District Registry of Deeds.

Thank you for your attention to this matter.

Littleton Board of Selectmen



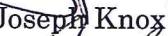
James Karr, Chair



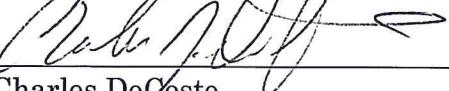
Melissa Herbert, Vice Chair



Paul Avella, Clerk



Joseph Knox



Charles DeCoste