

**THE TOWN OF LITTLETON  
and  
THE NAGOG HILL ORCHARD AD-HOC WORKING GROUP**

**REQUEST FOR INFORMATION  
Amendment 1**

**February 3, 2024**

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The RFI is amended as follows below. For your convenience, a redline version of the RFI is included after the list of changes.

1. "Section 8. Requested Information" is replaced in its entirety with the following:

**8. Required Information**

The Town requires individuals and organizations of any type to submit responses describing their vision for the Premises consistent with the following instructions.

Responses must include the following information:

- An introduction to the respondent, including a mission statement, if applicable.
- An outline of the respondent's vision for future use of the Premises at Nagog Hill Orchard, including:
  - How the vision will comply with the use restrictions both in place and expected to be in place, including a projected timeframe for bringing at least 50% of the APR land into active, commercial agriculture.<sup>2</sup>
  - Whether the respondent is interested in purchasing or leasing the Premises, or some combination thereof (lease to own, etc.,)
    - If respondent's intention is to lease, include the suggested term of the lease up to a maximum of 30 years.
  - Skills, qualifications or experience the respondent has that lend themselves to the future use it is proposing in its response, particularly in relation to the respondent's ability to run an agricultural operation of a comparable size.
  - Identification of which parcels the respondent is interested in using, if not the entire Premises. Note that leases may be for a portion of the Premises, but a purchase must be for the entire Premises.
- A description of how the respondent would fund or finance the future use described.
- Whether the respondent is interested in a tour of the Premises.
- Contact information for any follow-up questions from the Town through its Nagog Hill Orchard Working Group.

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<sup>2</sup> More information can be found at  
<https://www.mass.gov/agricultural-preservation-restriction-apr-program>

2. Section 9, final sentence, adds the requirement that RFI responses sent by email must be sent as PDF attachments.
3. The following is added to Section 10: *Interested parties are encouraged to check <https://www.littletonma.org/933/Nagog-Hill-Orchard-Ad-Hoc-Working-Group> regularly for updates and additional information.*

[End of List]

**THE TOWN OF LITTLETON**  
**and**  
**THE NAGOG HILL ORCHARD AD-HOC WORKING GROUP**

**REQUEST FOR INFORMATION**

**January 11, 2024**

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**1. Introduction**

The Nagog Hill Orchard Working Group, in support of the Select Board for the Town of Littleton ("Town"), is seeking information describing how a private or nonprofit entity or individual would provide stewardship, productive agriculture, maintenance, care and control of a portion of the land currently known as "Nagog Hill Orchard" ("The Premises"). The land subject to this RFI is located within Littleton Assessor's Map Parcels R02-9-1, R04-8-0, R02-3-0, R02-4-0, R04-5-0 and R02-10-0.

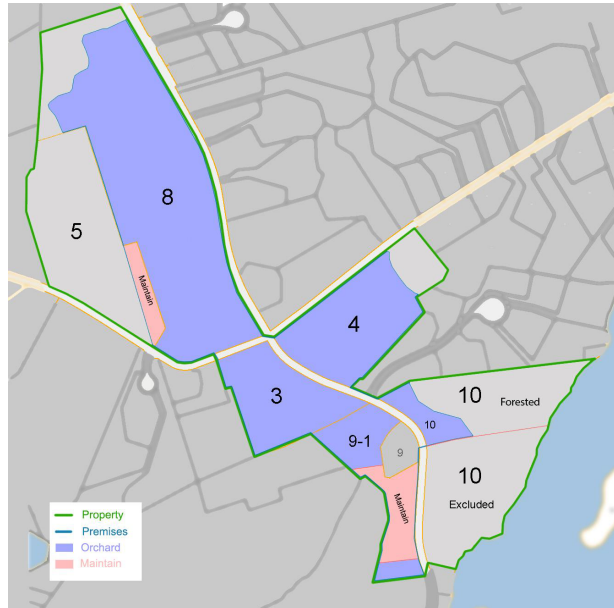
**2. Description of Property**

The Nagog Hill Orchard property, shown below, is comprised of Littleton Assessor's Map Parcels R02-9-1, R04-8-0, R02-3-0, R02-4-0, R04-5-0 and R02-10-0 (the "Property"). The Property, located to the north and south of the Nagog Hill Road/ Nashoba Road intersection, consists of 94.2 acres with fruit tree orchards consisting of apple, peach, plums, pears and nectarine varieties. The Property also includes a residential home, farm stand, cottage, two barns, and forested open space. While there is potential for all of these to be utilized as discussed below, initially only the main barn and farm stand are included in this RFI.

*The area subject to this RFI (the "Premises") consists of an approximate 52+/- acre portion of the Property as shown below. Included with the Premises is a barn that includes cold storage and farmstand. A second barn, tillable land, fire pond and small cottage on Lot 107 and a residential home on Lot 108 may be made available for lease (not for purchase). The home may be used for office use or residential purposes, in the future, in the sole discretion of the Town. Buildings are described in the Existing Conditions section, below.*

Excluded from the Premises are those parcels of land that are in the care, custody, management, and control of the Conservation Commission. However, portions of those parcels could potentially be licensed for use as portions of the orchard that the future party is expected to manage. The area excluded from the Premises but included as land to be managed consists of approximately 4.18 +/- acres of land.

Both the Premises and those areas to be managed by the selected respondent are depicted for illustrative (not technical) purposes in the graphic below (also attached in larger format in Exhibit A):



### 3. Background

The Town of Littleton is situated at the junction of State Route 2 running west from Boston, and Interstate Route 495. Littleton is 16.5 sq. miles with a population of approximately 10,200 residents. Littleton is favored for its highly regarded school system and is known as a great town for raising families. It enjoys excellent access from Boston and surrounding employment centers along Route 495. Littleton is bordered by Acton, Westford, Groton, Ayer, Harvard and Boxborough. For more information about Littleton can be found by visiting the “Welcome to Littleton” portion of our website at [www.littletonma.org](http://www.littletonma.org).

Historical data dates farming on these lands as early as 1672. Through the 1930s the land was an active traditional New England Farm. Fresh milk & vegetables were sold locally until John Morrison began the awesome task of clearing land, digging irrigation ponds, rebuilding the main barn and outbuildings, and began the voluminous planting of fruit trees. By the mid 1970s, this large tract was converted solely to fruit trees and vegetables. Upon his death the orchard closed its retail operation and sold only wholesale fruits to local marketers. Pick your own remained open to the public through 2019.

Over the years Littleton’s farm landscape has remained stable along Route 2A while other areas of town have been developed with residential and commercial properties. One of the major concerns expressed by residents over the years is the threat of new development replacing large tracts of farmland. In 1999, this key piece of agricultural property became available and on December 13, 1999, Special Town Meeting voted to acquire the Morrison/Nagog Hill Orchard property. This land is permanently protected through conservation, APR and Self-Help parcel restrictions. Located off Nagog Hill Road the property includes several walking trails through the property, as well as connections to the Sarah Doublet Forest and the Cobb Memorial Forest.

In May of 2020, the Town terminated an 18-year lease held by Nagog Fruiterers, Inc. for failure to maintain the orchard or its structures. Since then, efforts by the Town to find a new tenant to



manage the property as an orchard have been unsuccessful. The property has received minimal care since that time.

#### 4. Objectives

The Town's objective is to find a steward or stewards for the land through long-term lease (up to 30 years) or sale of the APR parcels, or combination such as lease-to-purchase who will farm the premises. The Town is committed to ensuring that this land is kept in productive commercial agriculture as an example of sustainable agriculture and best environmental practices. This RFI is issued to encourage individuals and organizations to inform the Town of their vision for how they would accomplish this goal. We encourage respondents to think creatively, outside the bounds of past uses.

#### 5. Current State of the Premises

The Premises consist of orchards, undeveloped land, forested open space and Conservation Land and several structures, including a residential structure, a farm stand, cottage, and barn(s). The structures are generally described as:

**Residential Structure**, 70 Nagog Hill Road/Lot 104\* – Built in 1900, the structure has three floors of residential space and a basement. The basement level also includes a separate living space with access from the rear of the house. The Structure is approximately 4,900 of living area, contains lead paint, and needs many repairs, including repairs to the HVAC system, electrical upgrades, a new roof and gutters.

It also has recently experienced a burst pipe and flooding. Significant work must be done to the interior in order to make it habitable. The exterior is largely well-maintained. The structure is not inhabitable in its current state.

**Main Barn**, reference Map Lot 105 – Built in 1940, the structure has three levels. The lower level is approximately 2,400 sq. ft. and opens onto Nagog Hill Road. The lower level includes a retail space, general storage, and temperature controlled cold storage. The main floor is approximately 3,260 sq ft of space divided into a larger storage area and workshop areas. Stairs on the main level lead to an approximately 2,400 sq.ft. second floor, which is used for storage. There are two exterior sliding doors that provide forklift access to the second-floor storage area. A small, one-story residential structure of approximately 540 sq. ft. is located off the south side of the barn, which includes a small kitchen and bathroom.

**Lower Barn**, 94 Nagog Hill Road/Lot 107 – **Not included in this RFI, but potentially available. Provided as background information only.** Built in 1950, this barn has three levels and is approximately 6,600 sq. ft. The main level of the barn is accessed through a large sliding door. There is loft space accessed by ladders and can accommodate a forklift. To the right of the main door is a separate workshop area. The rear of the main barn floor is partially finished with vinyl flooring. Adjacent to the barn is a connected three car garage. The lower level is accessed by a driveway to the right of the barn. There are a series of garage doors that secure the lower-level storage areas of the barn.

**Cottage, 94 Nagog Hill Road/Lot 107 – Not included in this RFI, but potentially available. Provided as background information only.** While on the same parcel as the Lower Barn at 94 Nagog Hill Road, no separate address is provided for the one-story residential structure. The cottage is 500 sq. ft. of living space including a bathroom, and kitchen. There is no public water source to this building.

**Irrigation system.** The previously-installed irrigation system is no longer functional.

**Water Supply.** There is a well on the property that was used to supply irrigation to certain fields. An aerial view provided by the Water Department is attached. The current condition of the well is unknown. The house and barn are supplied by Town water.

Based on advice from local experts, there are no commercially viable fruit trees remaining on the Premises.

## 6. Land Use Restrictions

In 2002, the Town placed an Agricultural Preservation Restriction with Option to Purchase at Agricultural Value (“APR”) on approximately 49 acres of the Premises consisting of some redrawn portions of the following: Lot 102-A, Lot 104, Lot 105, Lot 111 and Lot 109, shown in Exhibit A. The Town requires that any future use of the land will be in compliance with the APR under Massachusetts General Law. The remainder of the Premises that are not subject to an APR will likely be conveyed with historical preservation restrictions. Those responding to the RFI should be familiar with restrictions associated with Agricultural Preservation Restrictions<sup>1</sup> as well as deeded contract provisions with DAR (Exhibit B)

## 7. Site Inspection

The Town intends to provide respondents the opportunity to tour the Premises. If offered, the Town will provide Respondents information on site inspection opportunities at a later time.

## 8. Requested-Required Information

The Town ~~encourages-requires~~ individuals and organizations of any type to submit responses describing their vision for the Premises consistent with the following instructions. ~~An ideal response would include~~ Responses must include the following information:

- An introduction to the respondent, including a mission statement, if applicable.
- An outline of the respondent’s vision for future use of the Premises at Nagog Hill Orchard, ~~shall include~~ including:
  - How the vision will comply with the use restrictions both in place and expected to be in place, including a projected timeframe for bringing at least 50% of the APR land into active, commercial agriculture.<sup>2</sup>

<sup>1</sup> See, for example, <https://www.mass.gov/info-details/agricultural-preservation-restriction-apr-program-details>

<sup>2</sup> More information can be found at <https://www.mass.gov/agricultural-preservation-restriction-apr-program>

- Whether the respondent is interested in purchasing or leasing the Premises, or some combination thereof (lease to own, etc.,)
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- A description of how the respondent would fund or finance the future use described.
- Whether the respondent is interested in a tour of the Premises.
- Contact information for any follow-up questions from the Town through its Nagog Hill Orchard Working Group.

## 9. Responses

### Due Date:

Interested parties are requested to respond in writing no later than **March 1, 2024 at 5:00pm** Eastern Time to:

Littleton Town Offices  
 Attn: Nagog Hill Orchard Working Group  
 37 Shattuck Street, Room 306  
 Littleton, MA 01460

Or as a PDF attachment by email to: [Orchard\\_Responses@littletonma.org](mailto:Orchard_Responses@littletonma.org)

## 10. Questions

Questions regarding this RFI will only be accepted via email to:

**[Orchard\\_Responses@littletonma.org](mailto:Orchard_Responses@littletonma.org)**

Interested parties are encouraged to check <https://www.littletonma.org/933/Nagog-Hill-Orchard-Ad-Hoc-Working-Group> regularly for updates and additional information.

All questions submitted will be subject to public record ~~requests, and~~ requests and should not contain proprietary information. The Town reserves the right to publish questions and answers publicly and engage in discussions with any respondent in order to clarify that respondent's submitted response.

## 11. Next Steps

Following a review of all responses to this RFI, the Town of Littleton intends to issue a solicitation. It is expected that any solicitation issued will require business plans, financial capability statements, and details regarding qualifications and experience. Respondents to this RFI may therefore wish to consider these anticipated next steps in preparation for submitting an RFP response in the future.

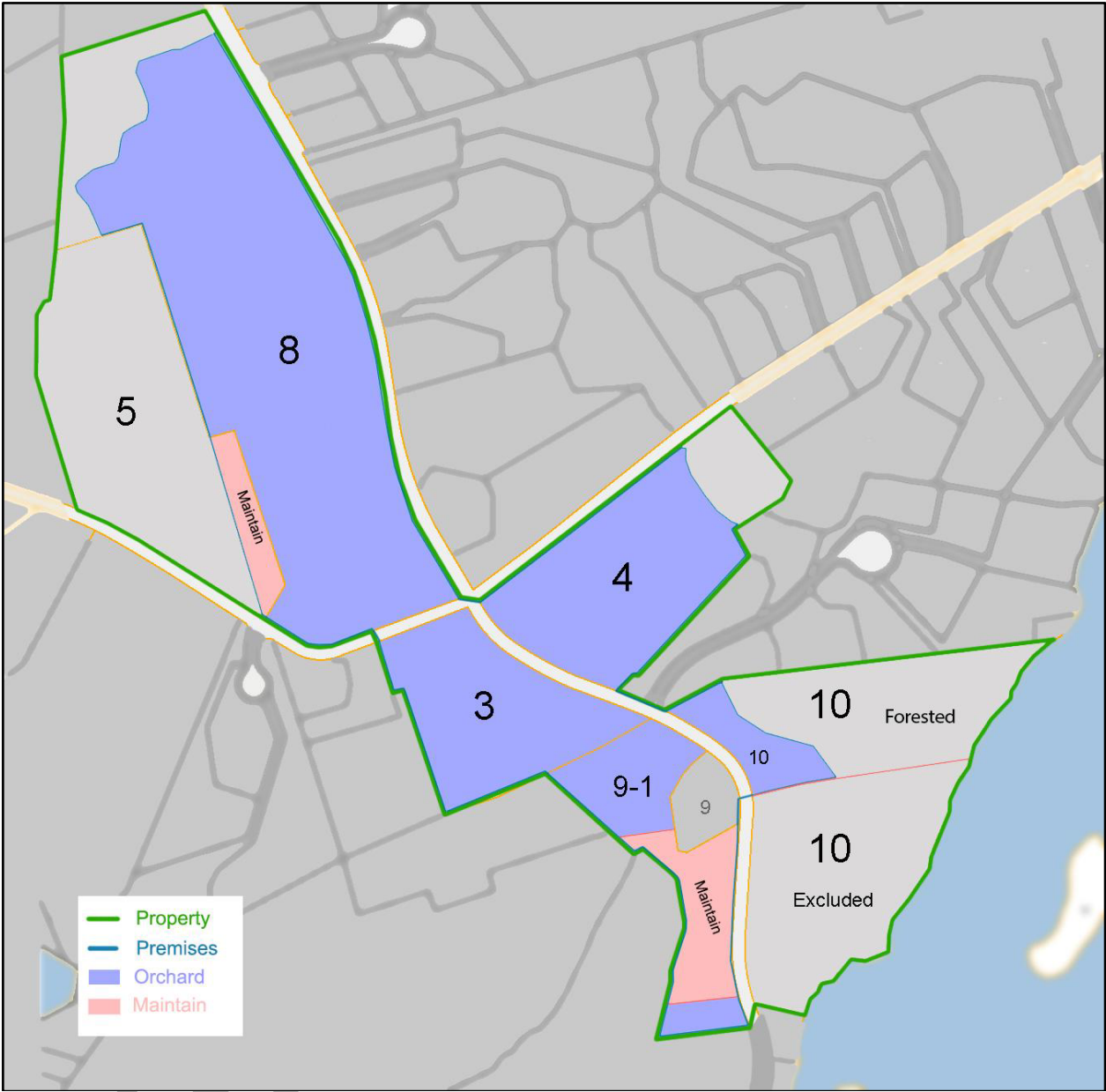
## 12. RFI Limitations

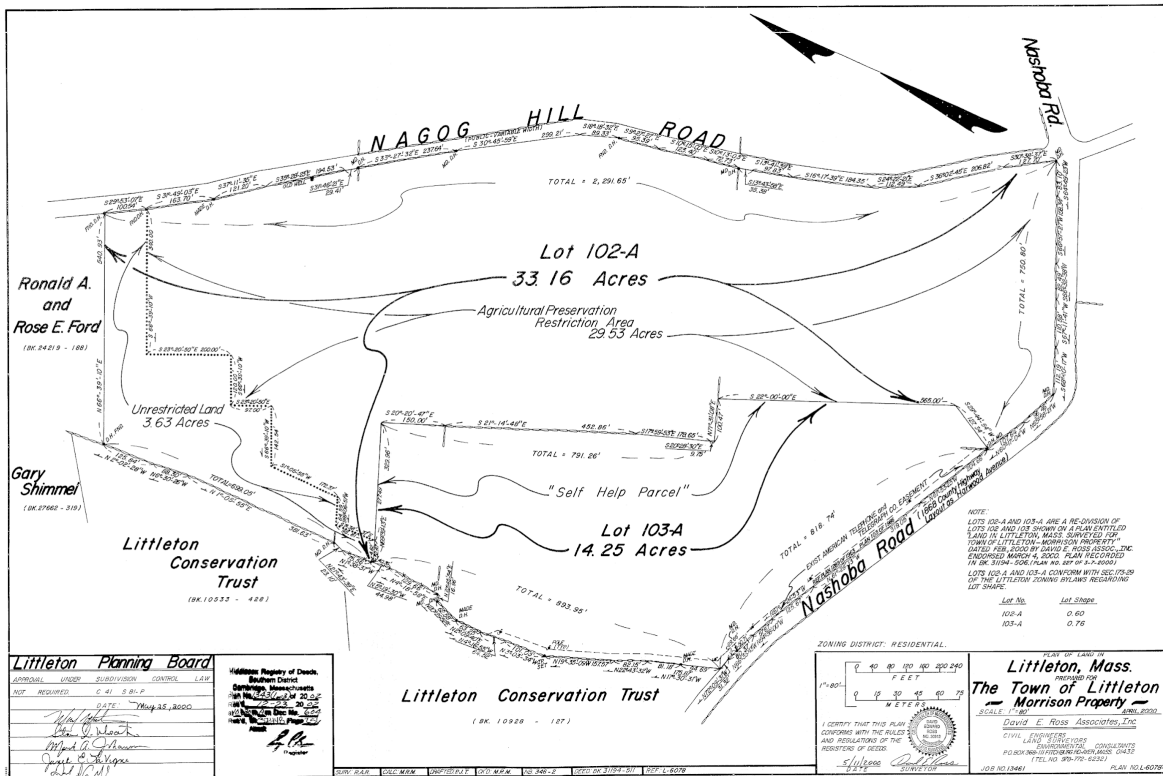
THIS IS A REQUEST FOR INFORMATION only. The information provided in the RFI is subject to change and is not binding on the Town. The Town has not made a commitment to procure any of the items discussed, and release of this RFI should not be construed as such a commitment or as authorization

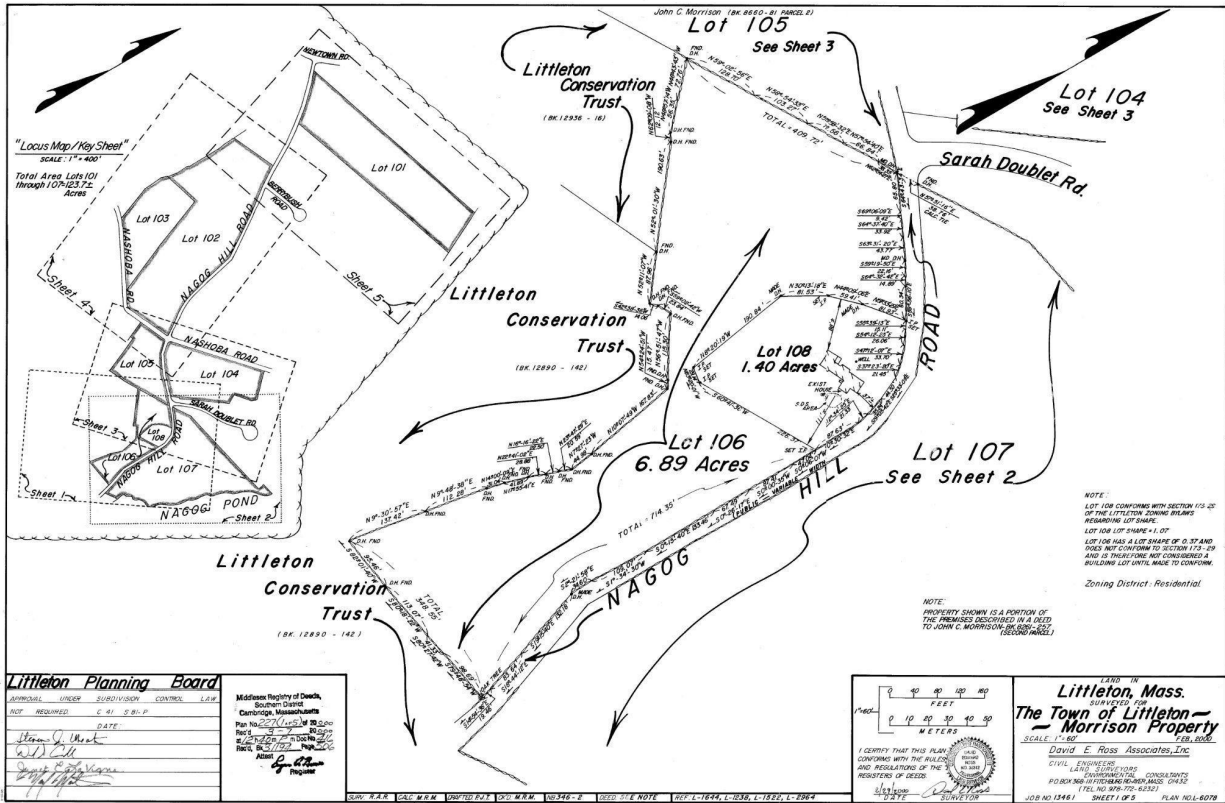
to incur cost for which reimbursement would be required or sought. All submissions become Town property and will not be returned. In addition, submissions may be disclosed to the public in part or in whole.

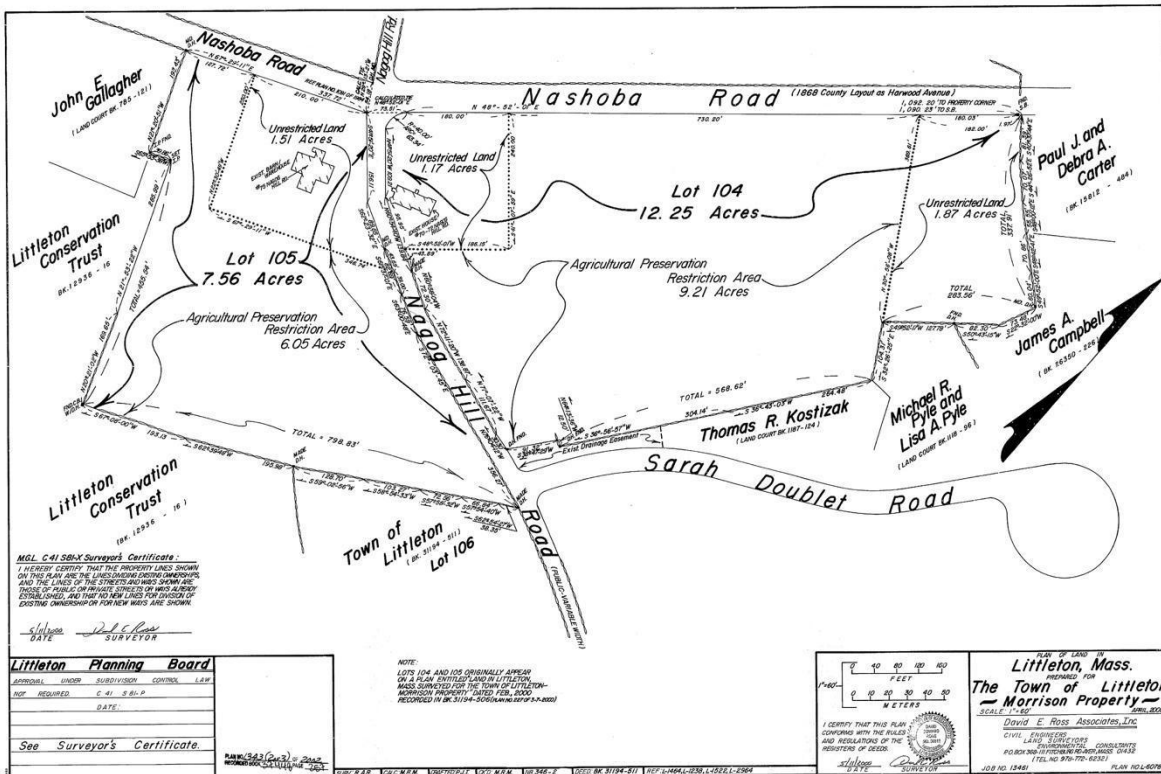
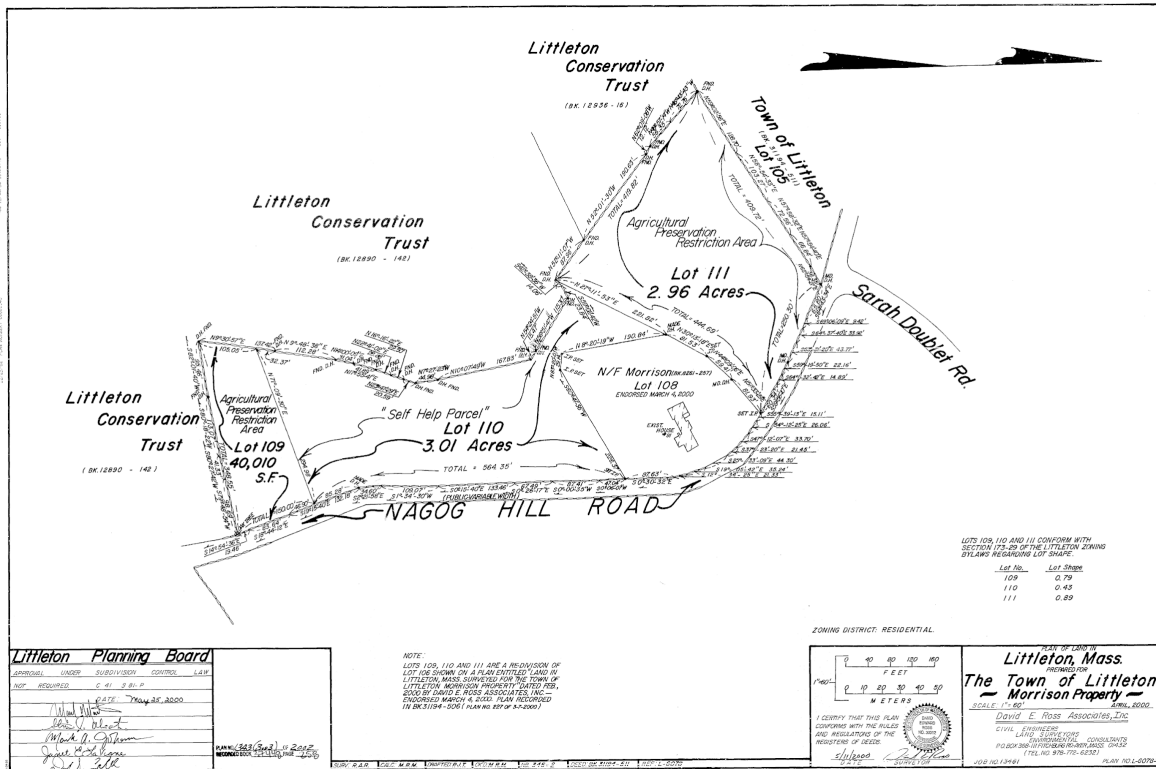
Amendment 1

Exhibit A





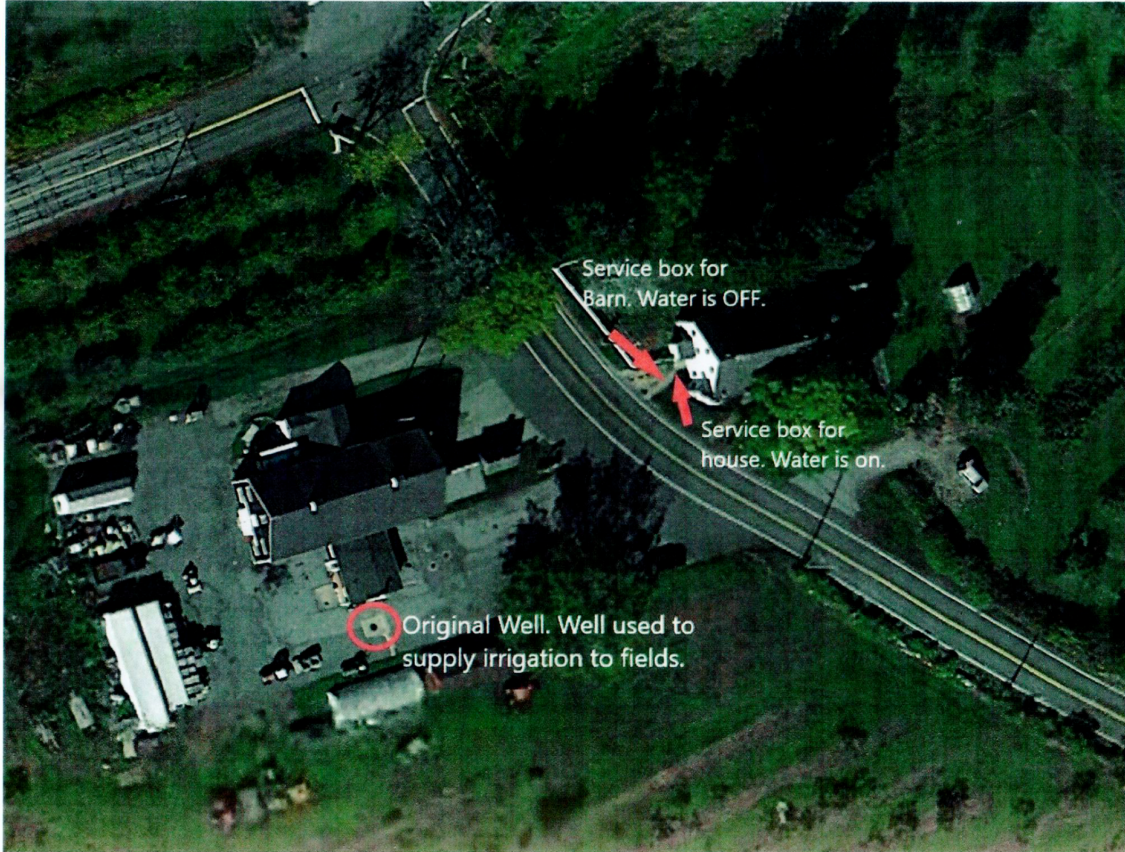








## Exhibit B



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# Exhibit C

BK: 37448 Pg: 259  
Recorded: 12/23/2002  
Document: 00000605 Page: 1 of 26



## COMMONWEALTH OF MASSACHUSETTS AGRICULTURAL PRESERVATION RESTRICTION WITH OPTION TO PURCHASE AT AGRICULTURAL VALUE

The Town of Littleton, Middlesex County, Massachusetts (the "Grantor"), for consideration paid and in full consideration of Four Hundred and Ninety Thousand Dollars (\$490,000), receipt of which is hereby acknowledged, does hereby grant to the Commonwealth of Massachusetts, acting through the Commissioner of the Department of Food and Agriculture, (the "Grantee" or the "Commissioner") with an address at 251 Causeway Street, Suite 500, Boston, Massachusetts 02114-2151, its successors and assigns, an Agricultural Preservation Restriction in perpetuity (the "Restriction" or the "Agreement") together with an Option to Purchase at Agricultural Value as set forth in Section IV, herein, on approximately 49 acres of land as hereinafter defined in Section II, G hereof, (the "Premises") in accordance with the following terms and conditions. The Grantor covenants that it is a duly organized and currently existing municipal corporation under the laws of the Commonwealth of Massachusetts and is in good standing under said laws. The Grantor covenants that it is vested with good title to the Premises, and will warrant and defend the same on behalf of the Grantee against all claims and demands. Consideration mentioned above has been negotiated and agreed to based upon the difference between full fair market value and full fair market agricultural land value.

By making such grant, the Grantor grants to the Grantee all non-agricultural rights in the Premises except as otherwise described in Section III, A, hereof. Grantor retains all agricultural rights in the Premises except as otherwise limited by the terms and conditions of this Agreement.

### I. STATEMENT OF PURPOSE

By obtaining this Agricultural Preservation Restriction with Option to Purchase at Agricultural Value, it is the primary intent of the Commonwealth to perpetually protect and preserve agricultural lands, encourage sound soil management practices in accordance with normally accepted agricultural practices, preserve natural resources, maintain land in active commercial agricultural use, and ensure resale of the Premises at Fair Market Agricultural Value ("FMAV")<sup>1</sup>. In addition, this Restriction is intended to regulate and control activities and/or uses which may be detrimental to the actual or potential agricultural viability of the Premises, or detrimental to water conservation, soil conservation, or to good agricultural and/or forestry management practices or which may be wasteful of the natural resources of the Premises.

### II. DEFINITIONS

When used throughout this Restriction, the words or phrases listed below shall have the following meanings:

**A. ABANDONED:** land that has not been actively utilized for commercial agricultural activities or uses for a period exceeding two years unless the non-utilization is recommended in a current USDA/NRCS plan as approved by the Grantee.

**B. AGRICULTURAL USE:** the raising of animals, including but not limited to, dairy cattle, beef

<sup>1</sup> NOTE: One of the goals of the APR Program, from the outset in 1976, was to ensure the availability of farmland and that APR land would be sold at its value as a farm, thereby permitting those entering or currently engaged in commercial agriculture to be able to acquire farmland at an investment level that is supported by the farming operation. The 1977 enabling statute provided that consideration of the non-agricultural bundle of rights in a property would not be a part of or included in any future transfers of such agricultural land and that all future transfers would be made at prices consistent with current farmland values, whether or not those values had appreciated or depreciated. Simply stated, the Commonwealth acquired all value of the land over and above its agricultural value. By maintaining the land at its full and fair market agricultural value, the Commonwealth insures the perpetuation of the land in agriculture at farm sustainable prices. The full fair market agricultural value includes all agricultural improvements such as agricultural business value, goodwill, infrastructure, and other such related agricultural business factors. APR landowners are then in a position to foster successful and viable agricultural enterprises.

SEE PLAN IN RECORD BOOK PAGE

LOTS 102A, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

cattle, poultry, sheep, swine, horses, ponies, mules, goats, bees and fur-bearing animals, for the purpose of selling such animals or a product derived from such animals in the regular course of business; or when primarily and directly used in a related manner which is incidental thereto and represents a customary and necessary use in raising such animals and preparing them or the products derived therefrom for market, as defined in General Laws, Chapter 61A, §1, as amended. Also horticultural uses, the raising of fruits, vegetables, berries, nuts and other foods for human consumption, feed for animals, tobacco, flowers, sod, trees, nursery or greenhouse products, and ornamental plants and shrubs for the purpose of selling such products in the regular course of business; or when primarily and directly used in raising forest products under a program certified by the state forester to be a planned program to improve the quantity and quality of a continuous crop for the purpose of selling such products in the regular course of business; or when primarily, directly used in a related manner which is incidental thereto and represents a customary and necessary use in raising such products and preparing them for market, as defined in General Laws, Chapter 61A, §2, as amended.

**C. CONDITION:** including, but not limited to, an easement, restriction, covenant, right, option to purchase at agricultural value plus value of improvements, land exchange, or any other requirement or use prohibition.

**D. DEPARTMENT:** the Department of Food and Agriculture of the Commonwealth of Massachusetts, 251 Causeway Street, Suite 500, Boston, MA 02114-2151.

**E. GRANTOR:** the party, or parties, or entity who own the Premises and executes this Restriction, or the party, or parties, or entity who hold record title to the Premises and are duly authorized to execute this Restriction and execute this Restriction, together with all successors in title, including but not limited to, transferees, assigns, heirs, devisees and legal representatives ("Successors in Title"). All rights and obligations of the Grantor hereunder shall inure to and be binding upon Grantor and all Successors in Title.

**F. PERMANENT STRUCTURE:** any structure that requires the grading of soil or excavation for footings or foundations or which substantially alters or otherwise affects the soil profile.

**G. PREMISES:** approximately 49 acres of land and buildings and structures thereon located at Nagog and Nashoba Roads in the Municipality of Littleton, in Middlesex County, Massachusetts as more fully described in Exhibit A, attached hereto and incorporated by reference into this Agreement.

**H. TEMPORARY STRUCTURE:** any structure that does not have a permanent foundation, or does not substantially alter or otherwise affect the soil profile.

**I. FAIR MARKET AGRICULTURAL VALUE ("FMAV"):** the combined total of the Fair Market Agricultural Land Value ("FMALV") and the Fair Market Agricultural Business Value ("FMABV") and the Fair Market Agricultural Dwelling Value ("FMADV").

**J. FAIR MARKET AGRICULTURAL DWELLING VALUE ("FMADV"):** the appraised replacement value of a dwelling(s) on the APR land.

**K. FAIR MARKET AGRICULTURAL LAND VALUE ("FMALV"):** the value based upon the highest and best use of the land for agricultural purposes, including such considerations as location, types of soil, and climate, but excluding buildings or uses thereof. Permanently installed agricultural improvements, such as in-ground irrigation or drainage systems, are considered part of the land. Agricultural land value is solely the value of the land, which value the landowner retains following the sale of the Restriction to the Commonwealth. FMALV is applicable at both the time of the Commonwealth's purchase of the Restriction and at the time of subsequent sale. The FMALV may rise and fall commensurate with market conditions and/or inflation or other



valuation factors such as upkeep of the land, and/or improvements in the condition of the soil or its productivity. It is understood that land improvements may increase the FMALV.

**L. FAIR MARKET AGRICULTURAL BUSINESS VALUE ("FMABV"):** the value based upon the ongoing agricultural business including agricultural buildings, infrastructure, goodwill and other related agricultural business factors. FMABV is relevant only upon the subsequent sale of the Premises and is not applicable at the time of original purchase of the Restriction by the Commonwealth. The FMABV appraisal includes agricultural business potential and is based upon activities and circumstances existing at the time of the sale of the Premises. The appraisal is not intended to contemplate speculative business potential that is dependent on management, investment or other prospective activities. FMABV may, when applicable, consider the value of ongoing agricultural business including agricultural buildings, infrastructure, goodwill and other related agricultural business factors on land owned by Grantor, but excluded from the APR ("non-APR land"), when such business on non-APR land is integral to the agricultural business on the Premises.

**M. FAIR MARKET VALUE ("FMV"):** the most probable price that a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title to a buyer under conditions whereby: 1) buyer and seller are typically motivated; 2) both parties are well informed or well advised, and acting in what they consider their own best interests; 3) a reasonable time is allowed for exposure in the open market; 4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and 5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

### **III. TERMS AND CONDITIONS**

#### **A. OWNERSHIP RIGHTS**

In addition to the Grantor's retained agricultural rights hereinbefore mentioned, the Grantor to and for itself and its Successors in Title, agrees that certain other rights pertaining to care, custody and control of the Premises not inconsistent with the terms and conditions of this Restriction or with General Laws, Chapter 184, Sections 31 through 33 and Chapter 132A, Sections 11A through 11D; and the rules, regulations and policies thereunder; and normally associated with ownership, including the right to privacy and to carry out regular farming practices, shall remain with Grantor.

#### **B. PROHIBITED USES; ACTS; STRUCTURES**

The Grantor covenants for itself, and its Successors in Title, that the Premises will at all times be held, used and conveyed subject to, and not in violation of, the following restrictions:

1. No use shall be made of the Premises, and no activity thereon shall be permitted, which is inconsistent with the intent of this Restriction or with General Laws, Chapter 184, Sections 31 through 33 and Chapter 132A, Sections 11A through 11D; and the rules, regulations and policies thereunder.
2. No residential dwelling, tennis court, in-ground swimming pool, commercial recreational horse riding or boarding facility, golf course, golf range, airport landing strip, cell tower, or other such non-agriculturally related temporary or permanent structure shall be constructed, placed or permitted to remain on the Premises, except structures existing on the Premises at the time of the execution of this Restriction.
3. No refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste, oil, radio-active

or hazardous waste, or other such substance or material whatsoever shall be placed, stored, dumped, or permitted to remain on the Premises, except as required for the use of the Premises for normal agricultural activities.

4. The Premises may not be used for:
  - a. Transferring property rights to any property, whether or not adjacent to the Premises;
  - b. Calculating permissible lot yield of the Premises, or of any other property;
  - c. Any calculations involving development of any other property, whether or not adjacent to the Premises, in any manner whatsoever.

#### **C. USES; ACTS; STRUCTURES WHICH REQUIRE PRIOR WRITTEN APPROVAL**

The following uses, acts or structures (hereinafter "uses" or "activities") are allowed only with the prior written approval of the Grantee. Requests for such approvals, and the granting thereof, shall be governed by the procedures set forth in Section III, D of this Restriction:

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

#### **D. APPROVAL PROCESS FOR PERMITTED USES; ACTS; STRUCTURES**

The Grantee maintains policies and procedures governing this Restriction including making application to obtain approval for permitted uses, acts and/or structures. Grantor should obtain from Grantee the appropriate application and copies of all applicable policies and procedures in effect at time of seeking approval.

1. The Grantor covenants for itself, and its Successors in Title, that prior to undertaking any uses or acts, or undertaking construction of any structures described in Section III, C, the following procedure, and the policies of the Department, as amended, shall be followed:
  - a. The Grantor shall complete and file a written application with the Grantee on a form provided by the Grantee. Grantor shall not secure other applicable permits required by local or state law and not incur any expense prior to Grantee's approval of the application unless otherwise requested by Grantee.

- b. Grantor's application shall include:
    - i. a copy of a current Farm Conservation Plan, prepared by the USDA/ Natural Resource Conservation Service, when requested by the Grantee; and
    - ii. any other information and plans as the Grantee of this Restriction reasonably requires to determine that the intended use, act, or structure is consistent with the intent and purpose of this Restriction, as stated in Section I, herein, in the Statement of Purpose.
- 2. Within 90 days of receipt of the completed application, the Grantee may approve the application, with or without conditions, only upon finding that:
  - a. the proposed use, act, or structure is authorized by this Restriction, General Laws, Chapter 184, Sections 31 through 33 and Chapter 132A, Sections 11A through 11D; and the rules, regulations and policies thereunder.
  - b. the proposed use, act, or structure shall not defeat nor derogate from the intent of this Restriction, and General Laws, Chapter 184, Sections 31 through 33 and Chapter 132A, Sections 11A through 11D, and the rules, regulations and policies thereunder.
- 3. If Grantee approves, or approves with conditions, the Grantor's application, Grantee shall issue a certificate, suitable for recording, approving, in whole or in part, the application and setting forth any conditions, ("Certificate of Approval") and mail a copy to Grantor within said ninety (90) day period.
- 4. If the Grantee does not approve Grantor's application, Grantee shall state in writing its reasons for denial of the application and shall mail a copy of the denial to Grantor within ninety (90) days of receipt of the completed application.
- 5. At any time within the said ninety (90) day period the parties may mutually agree to extend the length of said period.

#### **E. SPECIAL PERMIT PROCESS**

The Grantee, with the approval of the Co-Holder, if any, upon request and application of Grantor, may issue a special permit approving certain commercial non-agricultural uses and activities on the Premises, providing that the Premises is being actively utilized for full-time commercial agriculture, and that such uses and activities are ancillary and subordinate to the agricultural use of the Premises ("Special Permit"). In addition, such uses and activities shall not be inconsistent with the intent and purpose of this Restriction. Further, commercial non-agricultural uses and activities for which the Grantor receives payment, compensation, or any other type of monetary or non-monetary remuneration require issuance of a Special Permit granted by the Grantee. A Special Permit for commercial non-agricultural uses and activities shall be approved only upon a finding by the Agricultural Lands Preservation Committee that the requirements under Section III, D (2) (b) above have been met. Any approval shall be conditioned upon the Special Permit being:

- 1. limited to the current owner(s) who applied for and obtained the Special Permit;
- 2. limited to a period no longer than five (5) years, renewable at the discretion of the Grantee for an additional term(s) of no longer than five (5) years, upon reapplication;
- 3. terminated upon transfer of ownership;
- 4. limited to uses and activities ancillary and subordinate to the agricultural use;
- 5. limited to uses and activities that will not impair the agricultural viability of the soil;

6. limited to uses and activities occurring in existing structures;
7. limited to existing structures requiring only minor renovations; and
8. limited to uses and activities requiring no new construction.

**F. ENFORCEMENT OF THIS RESTRICTION**

1. The Grantor grants to the Grantee, and its Successors in Title, the right to enter upon the Premises in a reasonable manner and at reasonable times, for the purposes of inspecting the Premises to determine compliance with this Restriction, any Certificate of Approval, Special Permit, or General Laws, Chapter 184, Sections 31 through 33 and Chapter 132A, Sections 11A through 11D, and rules, regulations and policies thereunder; the right to enforce this Restriction, any Certificate of Approval, Special Permit, or General Laws, Chapter 184, Sections 31 through 33 and Chapter 132A, Sections 11A through 11D, and rules, regulations and policies thereunder; and the right to take any other action which may be necessary or appropriate in the determination of Grantee, with or without order of court, to remedy or abate any violation of this Restriction, or of any Certificate of Approval, Special Permit, or of General Laws, Chapter 184, Sections 31 through 33 and Chapter 132A, Sections 11A through 11D, and rules, regulations and policies thereunder.
2. In the event of a violation of the terms of this Restriction, Certificate of Approval, Special Permit, or General Laws, Chapter 184, Sections 31 through 33 and Chapter 132A, Sections 11A through 11D, and rules, regulations and policies thereunder, the Grantee reserves the right to pursue any remedy available at law and equity, including injunctive relief.
3. The enforcement rights hereby granted shall be in addition to, and not in limitation of any other rights and remedies available to the Grantee for enforcement of this Restriction, Certificate of Approval, Special Permit, or General Laws, Chapters 184, Sections 31 through 33 and Chapter 132A, Sections 11A through 11D, and rules, regulations and policies thereunder.
4. The Grantor and its Successors in Title, shall be jointly and severally liable for any violation of the terms of this Restriction, Certificate of Approval, Special Permit, or General Laws, Chapters 184, Sections 31 through 33 and Chapter 132A, Sections 11A through 11D, and rules, regulations and policies thereunder.

**G. AFFIRMATIVE COVENANT**

The Grantor agrees for itself, and its Successors in Title, that the Premises shall be maintained in active commercial agricultural use, and the land shall not be abandoned. Discontinuance of commercial agricultural use shall only be allowed in accordance with a USDA Natural Resource Conservation Service Farm Management Plan and with the Grantee's approval. Failure to maintain the Premises in active commercial agricultural use shall be a violation of this Restriction.

**IV. OPTION TO PURCHASE PREMISES AT AGRICULTURAL VALUE**

**A.** Grantee shall have an option to purchase the Premises at Fair Market Agricultural Value ("Option") in accordance with the provisions of this section. This Option has been granted as an integral part of this Restriction, the full consideration for which is set forth above. This Option constitutes a restriction that runs with the land and is binding in the event of a foreclosure of said Premises.

1. The intent of this Option is to ensure resale of the Premises at Fair Market Agricultural Value. Accordingly, the parties hereto agree to a process as follows:



- a. In the event that Grantor proposes to sell the Premises and enters into a bona fide Purchase and Sale Agreement with a third party for the sale of the Premises, Grantee, at its election, shall have the right to purchase or assign the right to purchase (see subsection G, below) the Premises from the Grantor at FMAV. Said FMAV shall be determined by:
    - i. an appraisal paid for and obtained by Grantor conducted and in accordance with the "Guidelines for Agricultural Appraisals" prepared by the Department and as in effect at such time, and the terms pertaining to appraisal set forth therein. Grantee shall have the right to disagree with the appraisal and, at its own expense, obtain its own appraisal. If the two appraisals differ, there shall be a third appraisal, the expense of which shall be equally shared between Grantee and Grantor, to determine the FMAV in accordance with the said "Guidelines for Agricultural Appraisers"; or, at the election of Grantor,
    - ii. an amount equal to the FMALV of the Premises as determined by the appraisal relied upon for the acquisition of this APR ("Governing Appraisal") which sum shall then be multiplied by the Inflation Rate. The Inflation Rate shall be equal to 1 plus the fractional increase in the Consumer Price Index for all Urban Consumers, Boston, All Items (1982-1984 equals 100) published by the Bureau of Labor Statistics, United States Department of Labor, or successor index published by the United States government appropriately correlated to the prior index by a published conversion factor, where indicated, from date of Governing Appraisal for this Restriction to the date of execution of the bona fide Purchase and Sale Agreement.
  2. In the event that the sale price as set forth in the bona fide Purchase and Sale Agreement is less than the FMAV determined by the procedures set forth in either a.i or a.ii above, Grantee shall have the right to purchase the Premises from Grantor, or assign its right to purchase the Premises from Grantor, for this lesser amount.
  3. In the event of a subdivision, recording of a subdivision plan, partition, or any other division of the Premises, or any portion thereof, into two or more parcels, as approved by Grantee, the FMAV shall be determined pursuant to paragraph a.i above.
- B.** Upon executing a bona fide Purchase and Sale Agreement for the sale of Premises with a third party purchaser the following procedures shall be followed:
1. The Grantor shall provide, at a minimum, to the Grantee:
    - a. written notice stating Grantor's intent to sell the Premises ("Notice");
    - b. a true, correct, complete and fully executed copy of the bona fide Purchase and Sale Agreement including any offer executed from a third party to purchase the Premises;
    - c. a copy of the current deed;
    - d. the FMAV and any appraisals related thereto; or
    - e. FMALV as determined pursuant to A.1.a.ii above.
  2. Upon receipt of this Notice, the Grantee shall have one hundred twenty (120) days to notify the Grantor of its election to purchase the Premises at FMAV (or any lesser sale price set forth in the Purchase and Sale Agreement) or to waive its rights under the Option. The Grantor shall be notified of Grantee's election by written notice ("Notice of Election").

C. In the event that the Grantee elects to exercise this Option to Purchase the Premises, the deed shall be delivered and the consideration paid at the Middlesex County Registry of Deeds before 4 o'clock p.m. on or before the one-hundred-twentieth (120) day after the date of mailing by the Grantee of the Notice of Election or, if a Saturday, Sunday or holiday, on the next business day thereafter, and the deed shall convey a good and clear record and merchantable title to the Premises free of all encumbrances, and the Premises shall be in the same condition as at the time of the Notice of Election, reasonable wear and tear and use thereof excepted. The date and time of the transfer may be amended by written mutual agreement of the parties.

D. The Grantor may sell the Premises, to the third party purchaser who entered into the bona fide Purchase and Sale Agreement referred to in Paragraph A.1.a above, only in the event that Grantee:

1. declines in writing to exercise its rights under this Option within the specified time period; or
2. fails to waive its rights under the Option in writing within the specified time period; or
3. having elected to exercise its rights under the Option, fails to complete the purchase within the specified time period.

Said sale of the Premises must take place within one (1) year of the date of the Grantee's receipt of Notice, and be only upon the same terms and conditions as contained in said bona fide Purchase and Sale Agreement.

E. The obligations of the Grantor under this Option shall not apply where the transfer of ownership of the Premises will be a result of:

1. a conveyance by deed to the Grantor's spouse, parent, children or grandchildren (whether by blood, marriage or adoption), siblings and/or their children or grandchildren (whether by blood, marriage or adoption);
2. a devise of said Premises by will or intestacy of the Grantor;
3. a conveyance of an interest in the Premises to a co-owner.

F. Any notices required by this Option shall be in writing and shall be deemed delivered if delivered in hand or mailed, postage prepaid by certified mail return receipt requested, addressed in the case of the Grantor to such address as may be specified in the Notice or if none, then to the Premises, and in the case of the Grantee, to the Commissioner of the Department of Food and Agriculture, 251 Causeway Street, Suite 500, Boston, MA 02114-2151.

G. The Grantee may assign its right to purchase under this Option after providing the Grantor with a Notice of Election exercising its right to purchase, provided that the right to purchase may only be assigned to a party which, in the Grantee's opinion, will use or facilitate the use of the Premises for commercial agriculture. Any assignment shall only be effective when made in writing, signed by the Commissioner, and duly recorded with the appropriate registry of deeds.

H. Any waiver of the Grantee's rights under this Option shall be in writing, signed by the Commissioner, and in a form and format suitable for recording in the appropriate registry of deeds. This waiver shall serve to satisfy the Grantor's obligations to the Grantee under this Option with regard to the third party purchaser who entered into the bona fide Purchase and Sale Agreement referred to in Paragraph A.1.a, above.

I. The rights and obligations of the Grantor hereunder shall inure to and be binding upon the Grantor and all Successors in Title.

#### V. AUTHORIZATION

The foregoing Restriction is authorized by Massachusetts General Laws, Chapter 184, Sections 31 through 33, and Chapter 132A, and Sections 11A through 11D, and otherwise by law, and is

intended to ensure the protection and preservation of agricultural lands as expressed herein.

This Restriction shall be administered and enforced by the Commissioner as in his/her sole discretion he/she may decide. Nothing herein shall impose upon the Grantee any duty to maintain or require that the Premises be maintained in any particular state or condition, notwithstanding the Grantee's acceptance hereof.

Except as otherwise provided herein, this Restriction does not grant to the Grantee, the public, or any other person any right to enter upon the Premises. This Restriction is in gross, exists in perpetuity, and is not for the benefit of or appurtenant to any particular land and shall not be assignable except to another governmental or charitable corporation or trust which has power to acquire interests in land and whose purposes include conservation of agricultural land and natural areas. The burden of this Restriction shall run with the Premises and shall be binding upon all future owners of any interest therein. This Restriction may be released, in whole or in part, only by the Grantee through the procedures established in Section 32 of Chapter 184 of the General Laws, as amended, and by Article 97 of the Amended Articles of the Massachusetts Constitution and otherwise by law.

If any section or provision of the Restriction shall be held to be unenforceable by any court of competent jurisdiction, this Restriction shall be construed as though such section had not been included in it. If any section or provision of the Restriction shall be subject to two constructions, one of which would render such section or provision invalid, then such section or provision shall be given the construction that would render it valid. If any section or provision of this Restriction is ambiguous, it shall be interpreted in accordance with the rules, regulations and policies, as amended, of the Grantee and the provisions of General Laws, Chapter 184, Sections 31 through 33, and Chapter 132A, and Sections 11A through 11D, as amended.

#### **VI. OTHER**

**See Exhibit B ("Contingent Right of the United States of America") attached hereto and incorporated herein.**

**No Massachusetts deed excise stamps are affixed hereto as none are required by law.**

WITNESS the execution hereof under seal this

18<sup>th</sup> day of November, 2002.

**Name of Municipality**

Town of Littleton

By: Board of Selectman/City Council/Conservation Commission

Joe Long, Chair  
Richard J. [unclear]  
Reed A. Augliere  
[unclear]

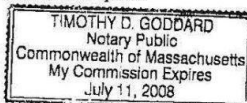
COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

November 18, 2002

Then personally appeared the above-named Paul J. Glavey, Joseph A. Cataldo, Jr.,  
Walter E. Barthus, Reed A. Augliere,  
[unclear], and Ronald J. Caruso and acknowledged the foregoing to be  
his/her free act and deed, as duly elected or appointed members of the  
Board of Selectmen/City Council/Conservation Commission, before me.

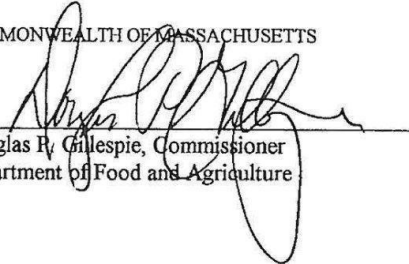
Timothy D. Goddard  
Timothy D. Goddard; Notary Public  
My Commission Expires:



APPROVAL OF THE COMMONWEALTH OF MASSACHUSETTS

The undersigned Commissioner of Food and Agriculture of the Commonwealth of Massachusetts hereby certifies that the foregoing Agricultural Preservation Restriction with Option to Purchase at Agricultural Value granted by the Town of Littleton to the Commonwealth of Massachusetts with respect to the Premises located in Littleton, Middlesex County, Massachusetts and more particularly described in Exhibit A attached hereto, has been approved in the public interest pursuant to General Laws, Chapter 184, Sections 32 through 33 and Chapter 132A, Sections 11A through 11D.

COMMONWEALTH OF MASSACHUSETTS


By:   
Douglas P. Gillespie, Commissioner  
Department of Food and Agriculture

COMMONWEALTH OF MASSACHUSETTS

*Suffolk*, ss

*December 4*, 2002

Then personally appeared the above-named Douglas P. Gillespie and acknowledged the foregoing instrument to be his free act and deed, before me.

  
; Notary Public  
My Commission Expires: *August 13, 2004*

PROPERTY DESCRIPTION  
AGRICULTURAL PRESERVATION RESTRICTION AREA  
OVER LOT 102-A  
NASHOBA ROAD AND NAGOG HILL ROAD  
LITTLETON, MASSACHUSETTS  
PROJECT NO. 13461

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AN AREA	of land over lot 102-A situated on the northwesterly side of Nagog Hill Road and the northerly and northeasterly side Nashoba Road in the Town of Littleton; County of Middlesex; Commonwealth of Massachusetts bounded and described as follows:
BEGINNING	at a made drill hole in a stone wall on the northerly side of Nashoba Road at the southeasterly corner of Lot 103-A:
THENCE	N29°-44'-54"E by Lot 103-A one hundred twenty-seven and 34/100 (127.34') feet to a point:
THENCE	N22°-00'-00"W by Lot 103-A five hundred sixty-five and 00/100 (565.00') feet to a point on a stone wall:
THENCE	S71°-31'-08"W partially by a stonewall by Lot 103-A one hundred and 47/100 (100.47') feet to a point:
THENCE	N20°-28'-30"W by Lot 103-A nine and 75/100 (9.75') feet to a point:
THENCE	N17°-59'-53"W by Lot 103-A one hundred seventy-eight and 65/100 (178.65') feet to a point at the end of a stone wall:
THENCE	N21°-14'-48"W on the stonewall by Lot 103-A four hundred fifty-two and 86/100 (452.86') feet to a point at a wall corner:
THENCE	N20°-20'-47"W partially by the stone wall one hundred fifty and 00/100 (150.00') feet to a point:
THENCE	S69°-39'-13"W by Lot 103-A two hundred seventy-seven and 49/100 (277.49') feet to a point:
THENCE	N01°-38'-37"W over Lot 102-A ninety-eight and 81/100 (98.81') feet to a point:

PROPERTY DESCRIPTION  
AGRICULTURAL PRESERVATION RESTRICTION AREA  
OVER LOT 102-A  
NASHOBA ROAD AND NAGOG HILL ROAD  
LITTLETON, MASSACHUSETTS  
PROJECT NO. 13461  
PAGE 2.

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THENCE	N69°-06'-57"E over Lot 102-A sixty-four and 59/100 (64.59') feet to a point:
THENCE	N01°-05'-55"E over Lot 102-A one hundred seventy-two and 37/100 (172.37') feet to a point:
THENCE	N66°-39'-10"E over Lot 102-A one hundred forty-two and 54/100 (142.54') feet to a point:
THENCE	N23°-20'-50"W over Lot 102-A ninety-seven and 00/100 (97.00') feet to a point:
THENCE	N66°-39'-10"E over Lot 102-A one hundred twenty and 00/100 (120.00') feet to a point:
THENCE	N23°-20'-50"W over Lot 102-A two hundred and 00/100 (200.00') feet to a point:
THENCE	N66°-39'-10"E over Lot 102-A three hundred forty and 00/100 (340.00') feet to a found drill hole in a wall on the southwesterly side of Nagog Hill Road:
THENCE	S31°-49'-03"E by the face of the stone wall, by Nagog Hill Road one hundred sixty-three 70/100 (163.70') feet to a made drill hole:
THENCE	S37°-11'-35"E by the face of the stone wall, by Nagog Hill Road one hundred twenty-one and 20/100 (121.20') feet to a point:
THENCE	S35°-28'-23"E by the face of the stone wall, by Nagog Hill Road one hundred ninety-four and 53/100 (194.53') feet to a point at the end of the stone wall:
THENCE	S31°-46'-21"E by Nagog Hill Road twenty-nine and 41/100 (29.41') feet to a made drill hole at the corner of a stone wall:
THENCE	S33°-27'-32"E by the face of the stone wall, by Nagog Hill Road two hundred thirty-seven and 64/100 (237.64') feet to a made drill hole at the end of the stone wall:

PROPERTY DESCRIPTION  
AGRICULTURAL PRESERVATION RESTRICTION AREA  
OVER LOT 102-A  
NASHOBA ROAD AND NAGOG HILL ROAD  
LITTLETON, MASSACHUSETTS  
PROJECT NO. 13461  
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THENCE	S30°-45'-59"E by Nagog Hill Road two hundred ninety-nine and 21/100 (299.21') feet to a point:
THENCE	S18°-18'-32"E by Nagog Hill Road eighty-nine and 33/100 (89.33') feet to a found drill hole at the end of a stone wall:
THENCE	S09°-27'-27"E by the face of the stone wall, by Nagog Hill Road ninety-five and 39/100 (95.39') feet to a point:
THENCE	S10°-15'-00"E by the face of the stone wall, by Nagog Hill Road one hundred twenty-three and 40/100 (123.40') feet to a point:
THENCE	S10°-13'-03"E by the face of the stone wall, by Nagog Hill Road seventy-two 73/100 (72.73') feet to a made drill hole at a wall corner:
THENCE	S13°-43'-58"E by Nagog Hill Road thirty-five and 38/100 (35.38') feet to a point at the end of stone wall:
THENCE	S13°-41'-39"E by the face of the stone wall, by Nagog Hill Road ninety-seven and 83/100 (97.83') feet to a point:
THENCE	S16°-17'-39"E by the face of the stone wall, by Nagog Hill Road one hundred eighty-four and 35/100 (184.35') feet to a point:
THENCE	S24°-22'-21"E by the face of the stone wall, by Nagog Hill Road one hundred twelve and 49/100 (112.49') feet to a point:
THENCE	S36°-02'-45"E by the face of the stone wall, by Nagog Hill Road two hundred six and 82/100 (206.82') feet to a point:
THENCE	S30°-38'-37"E by the face of the stone wall, by Nagog Hill Road one hundred twenty-seven and 70/100 (127.70') feet to a made drill hole at the northeasterly side of Nashoba Road:
THENCE	S64°-49'-23"W by the face of the stone wall, by Nashoba Road eighty-three and 10/100 (83.10') feet to a point:



PROPERTY DESCRIPTION  
AGRICULTURAL PRESERVATION RESTRICTION AREA  
LOT 102-A  
NASHOBA ROAD AND NAGOG HILL ROAD  
LITTLETON, MASSACHUSETTS  
PROJECT NO. 13461  
PAGE 4.

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THENCE	S66°-57'-27"W by the face of the stone wall, by Nashoba Road one hundred fifty-eight and 34/100 (158.34') feet to a point:
THENCE	S66°-32'-38"W by the face of the stone wall, by Nashoba Road eighty-two and 49/100 (82.49') feet to a point:
THENCE	S67°-11'-41"W by the face of the stone wall, by Nashoba Road one hundred ten and 58/100 (110.58') feet to a point:
THENCE	S68°-40'-17"W by the face of the stone wall, by Nashoba Road one hundred twelve and 19/100 (112.19') feet to a made drill hole:
THENCE	N65°-58'-21"W by the face of the stone wall, by Nashoba Road ninety-six and 46/100 (96.46') feet to a point:
THENCE	N60°-17'-04"W by the face of the stone wall, by Nashoba Road one hundred seven and 64/100 (107.64') feet to the point of beginning.
CONTAINING	29.53 acres

Being shown as Agricultural Preservation Restriction Area on a plan, "Plan of Land in Littleton, Mass. Prepared for The Town of Littleton ~Morrison Property~" Plan L-6078-"BB" dated March 2002 by David E. Ross Associates, Inc. and recorded in the Middlesex South District Registry in Plan Book \_\_\_\_\_ Plan \_\_\_\_\_.

PROPERTY DESCRIPTION  
AGRICULTURAL PRESERVATION RESTRICTION AREA  
OVER LOT 104  
NASHOBA ROAD AND NAGOG HILL ROAD  
LITTLETON, MASSACHUSETTS  
PROJECT NO. 13461

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AN AREA	of land over lot 104 situated on the southeasterly side of Nashoba Road and the northeasterly side of Nagog Hill Road in the Town of Littleton; County of Middlesex; Commonwealth of Massachusetts bounded and described as follows.
BEGINNING	at a drill hole found on the northeasterly side of Nagog Hill Road at the westerly corner of Land of Thomas R. Kostizak:
THENCE	N38°-47'-29"E by land of said Kostizak ninety-one and 32/100 (91.32') feet to a point in a stone wall:
THENCE	S64°-13'-36"E by land of said Kostizak on the stone wall twelve 50/100 (12.50') feet to a found drill hole in a wall corner:
THENCE	N36°-56'-57"E on the stone wall by land of Kostizak three hundred four and 14/100 (304.14') feet to a point:
THENCE	N36°-43'-03"E on the stone wall by land of Kostizak two hundred sixty-four and 48/100 (264.48') feet to a point at a wall corner at land of Michael R. Pyle and Lisa A. Pyle:
THENCE	N32°-26'-25"W on the stone wall by land of Pyle one hundred four and 31/100 (104.31') feet to a point at a wall corner:
THENCE	N30°-56'-08"W over Lot 104 three hundred sixty-nine and 61/100 (369.61') feet to a point on the southeasterly side of Nashoba Road:
THENCE	S48°-52'-01"W by Nashoba Road seven hundred thirty and 20/100 (730.20') feet to a point:
THENCE	S41°-07'-59"E over Lot 104 two hundred forty and 00/100 (240.00') feet to a point:
THENCE	S48°-52'-01"W over Lot 104 one hundred eighty-six and 15/100 (186.15') feet to a point on the northeasterly side of Nagog Hill Road:

PROPERTY DESCRIPTION  
AGRICULTURAL PRESERVATION RESTRICTION AREA  
OVER LOT 104  
NASHOBA ROAD AND NAGOG HILL ROAD  
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THENCE	S60°-54'-40"E by Nagog Hill Road forty-three and 89/100 (43.89') feet to a made drill hole in a stone wall:
THENCE	S60°-58'-04"E by Nagog Hill Road, by the face of the stone wall seventy-two and 30/100 (72.30') feet to a point:
THENCE	S72°-11'-20"E by Nagog Hill Road, by the face of the stone wall one hundred thirty-eight and 87/100 (138.87') feet to a point:
THENCE	S71°-07'-22"E by Nagog Hill Road, by the face of the stone wall one hundred eleven and 67/100 (111.67') feet to a point at the end of the stone wall:
THENCE	S76°-04'-12"E by Nagog Hill Road thirty and 30/100 (30.30') feet to the point of beginning.
CONTAINING	9.21 acres

Being shown as the Agricultural Preservation Restriction Area on a plan entitled, "Plan of Land in Littleton, Mass. Prepared for The Town of Littleton ~Morrison Property~" Plan L-6078-"AA" dated March 2002 by David E. Ross Associates, Inc. and recorded in the Middlesex South District Registry in Plan Book \_\_\_\_\_ Plan \_\_\_\_\_.

PROPERTY DESCRIPTION  
AGRICULTURAL PRESERVATION RESTRICTION AREA  
OVER LOT 105  
NASHOBA ROAD AND NAGOG HILL ROAD  
LITTLETON, MASSACHUSETTS  
PROJECT NO. 13461

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AN AREA	of land situated on the southeasterly side of Nashoba Road and the southwesterly and southerly side of Nagog Hill Road in the Town of Littleton; County of Middlesex; Commonwealth of Massachusetts bounded and described as follows:
BEGINNING	at a made drill hole in a stone wall on the southeasterly side of Nashoba Road at the westerly corner of Lot 105 at land of John E. Gallagher:
THENCE	S21°-20'-51"E on the stone by land of said Gallagher one hundred ninety-three and 43/100 (193.43') feet to a found iron pipe at the corner of the stone wall at land of the Littleton Conservation Trust:
THENCE	N65°-53'-38"E on the stone by land of said Trust thirty-nine and 86/100 (39.86') feet to a set iron pin at the end of the stone wall:
THENCE	S21°-53'-22"E by land of said Trust two hundred eighty-five and 99/100 (285.99') feet to a point at the end of a stone wall:
THENCE	S20°-21'-02"E by land of said Trust on the stone wall one hundred sixty-nine and 65/100 (169.65') feet to a found concrete bound with a drill hole at a wall corner:
THENCE	N67°-08'-00"E by land of said Trust on the stone wall one hundred ninety-three and 13/100 (193.13') feet to a point:
THENCE	N62°-39'-48"E by land of said Trust on the stone wall one hundred ninety-five and 98/100 (195.98') feet to a made drill hole at land of the Town of Littleton:
THENCE	N59°-02'-56"E by land of said Town on the stone wall one hundred twenty-eight and 70/100 (128.70') feet to a point:
THENCE	N58°-54'-33"E by land of said Town on the stone wall one hundred three and 27/100 (103.27') feet to a point:

PROPERTY DESCRIPTION  
AGRICULTURAL PRESERVATION RESTRICTION AREA  
OVER LOT 105  
NASHOBA ROAD AND NAGOG HILL ROAD  
LITTLETON, MASSACHUSETTS  
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THENCE	N57°-58'-32"E by land of said Town on the stone wall seventy-two and 56/100 (72.56') feet to a point:
THENCE	N57°-54'-40"E by land of said Town on the stone wall sixty-six and 84/100 (66.84') feet to a point:
THENCE	N62°-54'-27"E by land of said Town on the stone wall thirty-eight and 35/100 (38.35') feet to a made drill hole on the southwesterly side of Nagog Hill Road:
THENCE	N72°-03'-45"W by Nagog Hill Road, by the face of the stone wall three hundred fifty-six and 27/100 (356.27') feet to a point:
THENCE	N63°-00'-48"W by Nagog Hill Road, by the face of the stone wall seven-six and 59/100 (76.59') feet to a point:
THENCE	N61°-37'-01"W by Nagog Hill Road, by the face of the stone wall thirty-nine and 00/100 (39.00') feet to a point:
THENCE	S67°-29'-11"W over Lot 105 three hundred forty-six and 74/100 (346.74') feet to a point:
THENCE	N22°-30'-49"W over Lot 105 two hundred fifty and 00/100 (250.00') feet to a point on the southeasterly side of Nashoba Road:
THENCE	S67°-29'-11"W by Nashoba Road one hundred twenty-seven and 72/100 (127.72') feet to the point of beginning:
CONTAINING	6.05 acres

Being shown as the Agricultural Preservation Restriction Area over Lot 105 on a plan entitled, "Plan of Land in Littleton, Mass. Prepared for The Town of Littleton ~Morrison Property~" Plan L-6078-"AA" dated March 2002 by David E. Ross Associates, Inc. and recorded in the Middlesex South District Registry in Plan Book \_\_\_\_\_ Plan \_\_\_\_\_.

PROPERTY DESCRIPTION  
AGRICULTURAL PRESERVATION RESTRICTION AREA  
LOT 109  
NAGOG ROAD  
LITTLETON, MASSACHUSETTS  
PROJECT NO. 13461

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A PARCEL	of land situated on the westerly side of Nagog Hill Road in the Town of Littleton; County of Middlesex; Commonwealth of Massachusetts bounded and described as follows:
BEGINNING	at an oak tree in a stone wall on the westerly side of Nagog Hill Road at the southeasterly corner of Lot 109 and the northeasterly corner of Land of the Littleton Conservation Trust:
THENCE	S79°-48'-54"W on the stone wall, by land of said Trust ninety-eight and 69/100 (98.69') feet to a point:
THENCE	S80°-27'-42"W on the stone wall, by land of said Trust forty-one and 33/100 (41.33') feet to a point:
THENCE	S80°-18'-22"W on the stone wall, by land of said Trust one hundred thirteen and 07/100 (113.07') feet to a point found drill hole:
THENCE	S82°-01'-40"W on the stone wall, by land of said Trust ninety-five and 46/100 (95.46') feet to a found drill hole in the corner of the wall:
THENCE	N09°-30'-57"E on the stone wall, by land of said Trust one hundred five and 05/100 (105.05') feet to a point at Lot 110:
THENCE	N71°-09'-30"E by Lot 110 two hundred ninety-four and 98/100 (294.98') feet to a point at the face of a stone wall on the westerly side of Nagog Hill Road:
THENCE	S19°-15'-40"E by the face of the stone wall, by Nagog Hill Road forty-six and 90/100 (46.90') feet to a point:
THENCE	S18°-44'-12"E by the face of the stone wall, by Nagog Hill Road eighty-three and 64/100 (83.64') feet to a point:

PROPERTY DESCRIPTION  
AGRICULTURAL PRESERVATION RESTRICTION AREA  
LOT 109  
NAGOG HILL ROAD  
LITTLETON, MASSACHUSETTS  
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THENCE S14°-54'-36"E by the face of the stone wall, by Nagog Hill Road  
nineteen and 46/100 (19.46') feet to the point of beginning:

CONTAINING 40,010 square feet

Being shown as Lot 109, Agricultural Preservation Restriction Area on a plan entitled,  
"Plan of Land in Littleton, Mass. Prepared for The Town of Littleton-Morrison  
Property~" Plan L-6078-"CC" dated March 2002 by David E. Ross Associates, Inc. and  
recorded in the Middlesex South District Registry in Plan Book \_\_\_\_\_ Plan \_\_\_\_\_.

PROPERTY DESCRIPTION  
AGRICULTURAL PRESERVATION RESTRICTION AREA  
LOT 111  
NAGOG HILL ROAD  
LITTLETON, MASSACHUSETTS  
PROJECT NO. 13461

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A PARCEL	of land situated on the southwesterly side of Nagog Hill Road in the Town of Littleton; County of Middlesex; Commonwealth of Massachusetts bounded and described as follows:
BEGINNING	at a set iron pin at the end of a stone wall on the southwesterly side of Nagog Hill Road at the easterly corner of Lot 111 at land now or formerly Morrison (Lot 108):
THENCE	S51°-33-29"W by Lot 108 eighty-one and 93/100 (81.93') feet to made drill hole:
THENCE	S44°-09-06"W by Lot 108 fifty-nine and 41/100 (59.41') feet to a set iron pin:
THENCE	S30°-13-18"W by Lot 108 eight-one and 53/100 (81.53') feet to a made drill hole at Lot 110:
THENCE	S27°-11-53"W by Lot 110 two hundred twenty-one and 82/100 (221.82') feet to a found drill hole in a wall corner at land of the Littleton Conservation Trust:
THENCE	N52°-11-07"W on the stone wall by land of said Trust eighty-seven and 96/100 (87.96') feet to a found drill hole at other land of The Littleton Conservation Trust:
THENCE	N52°-01-30"W on the stone wall by land of said Trust one hundred ninety and 63/100 (190.63') feet to a found drill hole:
THENCE	N62°-09-08"W on the stone wall by land of said Trust twelve and 12/100 (12.12') feet to a found drill hole:
THENCE	N48°-57'-14"W on the stone wall by land of said Trust fifty-six and 35/100 (56.35') feet to a point:
THENCE	N46°-43'-43"W on the stone wall by land of said Trust seventy-two and 76/100 (72.76') feet to a found drill hole in a wall corner at Land of the Town of Littleton (Lot 105):



PROPERTY DESCRIPTION  
AGRICULTURAL PRESERVATION RESTRICTION AREA  
LOT 111  
NAGOG HILL ROAD  
LITTLETON, MASSACHUSETTS  
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THENCE	N59°-02'-56"E on the stone wall by Lot 105 one hundred twenty-eight and 70/100 (128.70') feet to a point:
THENCE	N58°-54'-33"E on the stone wall by Lot 105 one hundred three and 27/100 (103.27') feet to a point:
THENCE	N57°-58'-32"E on the stone wall by Lot 105 seventy-two and 56/100 (72.56') feet to a point:
THENCE	N57°-54'-40"E on the stone wall by Lot 105 sixty-six and 84/100 (66.84') feet to a point:
THENCE	N62°-54'-27"E on the stone wall by Lot 105 thirty-eight and 35/100 (38.35') feet to a made drill hole in a wall on the southwesterly side of Nagog Hill Road:
THENCE	S64°-43'-34"E by the face of the stone wall, by Nagog Hill Road sixty-five and 80/100 (65.80') feet to a point:
THENCE	S69°-06'-09"E by the face of the stone wall, by Nagog Hill Road nine and 42/100 (9.42') feet to a point:
THENCE	S64°-37'-40"E by the face of the stone wall, by Nagog Hill Road thirty-three and 92/100 (33.92') feet to a point:
THENCE	S63°-31'-20"E by the face of the stone wall, by Nagog Hill Road forty-three and 77/100 (43.77') feet to a made drill hole:
THENCE	S59°-19'-50"E by the face of the stone wall, by Nagog Hill Road twenty-two and 16/100 (22.16') feet to a point:
THENCE	S64°-32'-42"E by the face of the stone wall, by Nagog Hill Road fourteen and 89/100 (14.89') feet to a point:
THENCE	S59°-56'-10"E by the face of the stone wall, by Nagog Hill Road sixty and 34/100 (60.34') feet to the point of beginning.
CONTAINING	2.96 acres

Being shown as Lot 111, Agricultural Preservation Restriction Area on a plan entitled, "Plan of Land in Littleton, Mass. Prepared for The Town of Littleton ~Morrison

EXHIBIT A  
Page 13 of 13

Property~" Plan L-6078-"CC" dated March 2002 by David E. Ross Associates, Inc. and  
recorded in the Middlesex South District Registry in Plan Book\_\_\_\_\_Plan\_\_\_\_\_.

## EXHIBIT B


### CONTINGENT RIGHT OF THE UNITED STATES OF AMERICA

The Grantor agrees to manage the Premises in accordance with a conservation plan that is developed utilizing the standards and specifications of the NRCS field office technical guide, 7 CFR Part 12, and is approved by the Middlesex County Conservation District. NRCS, upon reasonable notice to the Grantor, shall have the right to enter the Premises to monitor compliance with the conservation plan.

In the event that the Commonwealth of Massachusetts fails to enforce any of the terms of this Restriction, as determined in the sole discretion of the Secretary of the United States Department of Agriculture, the said Secretary of Agriculture and his or her successors and assigns shall have the right to enforce the terms of the Restriction through any and all authorities available under Federal or State law. In the event that the Commonwealth of Massachusetts attempts to terminate, transfer, or otherwise divest itself of any rights, title, or interests of this Restriction or extinguish the Restriction without the prior consent of the Secretary of the United States Department of Agriculture and payment of consideration to the United States, then, at the option of such Secretary, all right, title and interest in this Restriction shall become vested in the UNITED STATES OF AMERICA.

### ACCEPTANCE OF PROPERTY INTEREST BY THE NATURAL RESOURCES CONSERVATION SERVICE

The Natural Resources Conservation Service (NRCS), an agency of the United States Government, hereby accepts and approves the foregoing Agricultural Preservation Restriction and the rights conveyed therein, on behalf of the United States of America.

  
Authorized Signatory for the NRCS

  
Title

Commonwealth of Massachusetts  
Hampshire County

On this 6th day of December, 2002, before me, the undersigned, a Notary Public in and for the Commonwealth of Massachusetts, personally appeared Jeffrey G. Anlika, known to me to be the person whose signature appears above, and who being duly sworn before me, did say that he is a/the Assistant State Conservationist of the Natural Resources Conservation Service in Massachusetts, United States Department of Agriculture, is authorized to sign on behalf of the agency, and acknowledged and accepted the rights conveyed by the restriction to be his voluntary act and deed.

In witness whereof, I have hereunto set my hand and official seal the day and year written above.

Madelaine L. Broadhurst  
Notary Public for the Commonwealth of Massachusetts

11/03/06  
My Commission Expires: