

AGREEMENT

This Agreement is entered into as of 1/12, 2016, by and between the Town of Westford, by and through its Board of Selectmen, a municipal corporation with a business address of 55 Main Street, Westford, Massachusetts (hereinafter referred to as the "Town"), and Ebrahim Masalehdan, an individual with an address of 31 Progress Avenue, Tyngsboro, Massachusetts (hereinafter referred to as the "Buyer").

RECITALS

WHEREAS, the Town is the holder of three Agricultural Preservation Restrictions (hereinafter referred to as "APR 1", "APR 2" and "APR 3" and collectively referred to as the "APRs") on two contiguous parcels of land in the Town of Westford, which are collectively known as 66-68 Boston Road, Westford, Massachusetts (hereinafter referred to as the "Property");

WHEREAS, APR 1 and APR 2 generally prohibit the use of the land for non-agricultural purposes, and APR 3 generally prohibits the use of the land for non-agricultural purposes and generally allows for continued use of an existing "country store" building;

WHEREAS, the APRs include a right-of-first refusal, which allows the TOWN to purchase the properties in accordance with the terms of any bona fide offer received by the current owner;

WHEREAS, the parcels have been allowed to lie fallow for several years, and the "country store" building is vacant and in disrepair, such that they have become a blight on the surrounding neighborhood;

WHEREAS, the Buyer has made a bona fide offer to purchase the two parcels, and has submitted a development plan to reestablish the agricultural use of the land covered by APR 1 and APR 2 through the installation and maintenance of a high tensile orchard, cherry trees, a greenhouse, and row crops;

WHEREAS, the Buyer's ability to maintain his proposed agricultural uses is dependent upon his ability to use APR 3 for a farm-to-table restaurant and function room with related parking, which necessitates the removal of the "country store" structures; and

WHEREAS, the Town recognizes that the viability of the two parcels for sustained agricultural use is limited due to their small size, topography and location, and that allowing the use of one of the APR areas for the purposes described herein will have a positive effect on the public good and will yield a substantial benefit to the agricultural resources of the Town.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises, covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

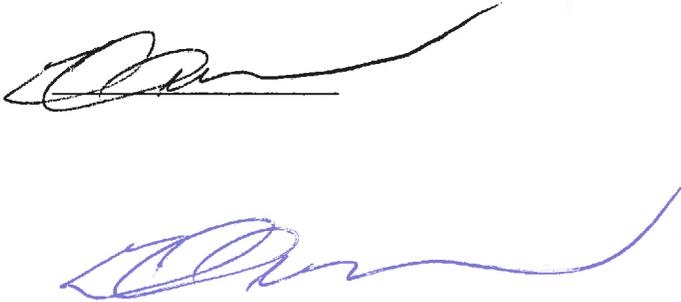
1. Within five (5) business days of execution of this Agreement, the Town will inform the current owner, in writing with copy to the Buyer, that it will waive its right of first refusal under the APRs.
2. Upon receipt of written notice of the Town's waiver of its right of first refusal, the Buyer will purchase the Property in accordance with the terms of the Purchase and Sale Agreement dated October 30, 2015 and will close on the transaction prior to April 2, 2016.

3. Buyer agrees that it will pursue development of the Property so as to reestablish the agricultural use of the land covered by APR 1 and APR 2 through the installation and maintenance of a high tensile orchard, cherry trees, a greenhouse, and row crops, and, on the land covered by APR 3, a farm-to-table restaurant and function room with related parking, as shown on the conceptual plan attached hereto as "Exhibit A" and hereinafter referred to as the "Project".
4. Upon execution of this Agreement, the Buyer will begin working to finalize the plans for the Project and to obtain the licenses, permits and approvals necessary to complete the Project. On or before March 25, 2016, the Buyer shall provide the Board of Selectmen with construction documents that are near complete.
5. The Board of Selectmen will place an article on the Warrant for the April 2, 2016 Annual Town Meeting for authorization to amend APR 3 to allow the construction and operation of an up to 16,500 square foot farm to table restaurant and function room with related parking and utilities, said amendment to be substantially in the form attached hereto as "Exhibit B", provided, however, that the Board will have no obligation to put the article to a vote by Town Meeting unless the Buyer has purchased the Property and recorded a deed in his name or the name of an entity owned and/or controlled by him, and has provided the Town with the construction documents described above.
6. If Town Meeting authorizes the amendment, the Buyer will complete the Project in accordance with the construction documents described above. All work in connection with the Project shall be at the Buyer's sole cost and expense and the Buyer assumes all risk of liability and loss in connection therewith. The Town shall bear no liability or expense in connection with the Project or on account thereof.
7. The Buyer acknowledges and agrees that the Board of Selectmen shall have no obligation to execute and record the amendment to APR 3 unless and until Town Meeting approves the amendment and all licenses, permits and approvals for the Project have been obtained by the Buyer and construction on the Project is ready to proceed.
8. As consideration for the amendment to APR 3, the Buyer will pay the Town the sum of \$50,000, payable in three annual installments of \$16,666.67, with the first installment due and payable on the second anniversary of the issuance of a certificate of occupancy by the Building Inspector. The Buyer also agrees that it will build sidewalks along Boston Road for the length of Property, in accordance with specifications and a schedule to be provided by the Town at a later date.
9. If Town Meeting does not approve the amendment to APR 3, or if the Buyer fails to secure all licenses, permits and approvals needed to complete the Project, or if the Buyer abandons the Project, or if the Project is not completed for any reason, the Buyer acknowledges and agrees that it will own the Property subject to the existing APRs and that it will use diligent efforts to comply with the terms of the APRs by developing active agricultural uses on the Property.
10. The Buyer acknowledges and agrees that certain discretionary permits, licenses and approvals will be required to complete the Project and that nothing herein shall be deemed to waive the Buyer's obligations to apply for and comply with all such permits, approvals and conditions governing the Project, and the Town does not hereby promise or guarantee that any such permits, licenses or approvals will be granted. The Buyer further acknowledges and agrees that, to the extent that it is required to obtain such licenses, permits and approvals from Town officials, boards and/or committees, that the Buyer shall receive no preferential treatment as a result of this Agreement and that it shall be treated in the same manner as any other property owner in the Town.

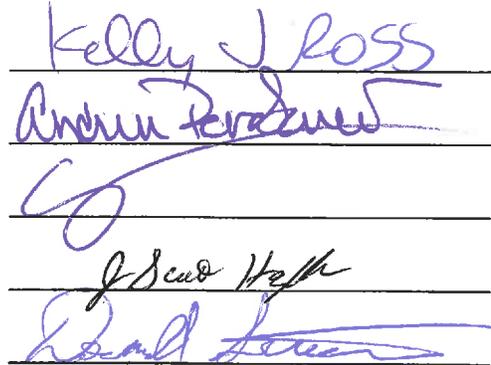
11. The Buyer acknowledges and agrees that it has inspected the Property and is familiar with the conditions thereof, and the Town is making no representations or warranties, express or implied, as to the suitability of the Property for the Project and that the Buyer is proceeding with the Project at his own risk.
12. The provisions, terms and conditions of this Agreement, may not be modified except in writing, duly executed by both parties.
13. If any portion of this Agreement is declared to be illegal, unenforceable or void, then all parties to this Agreement shall be relieved of all obligations under that portion; provided, however, that the remainder of this Agreement shall be enforced to the fullest extent permitted by law.
14. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, and any and all legal actions brought in connection with this Agreement shall be brought in courts within the Commonwealth of Massachusetts.

This Agreement is to take effect as a sealed instrument, this 12 day of January, 2016.

EBRAHIM MASALEHDAN



TOWN OF WESTFORD
By its Board of Selectmen



Kelly J Ross
Andrew Terzani
J. Scott Hall
Edward Terzani

EXHIBIT B

**TOWN OF WESTFORD
FIRST AMENDMENT TO
AGRICULTURAL PRESERVATION RESTRICTION**

This First Amendment to the Agricultural Preservation Restriction recorded at the Middlesex North Registry of Deeds in Book 10124, Page 169, is made on this ____ day of _____, 2016, by and between the Town of Westford, by and through its Board of Selectmen, a municipal corporation with a business address of 55 Main Street, Westford, Massachusetts (hereinafter referred to as the “Grantee” or the “Town”), and Ebrahim Masalehdan, an individual with an address of 31 Progress Avenue, Tyngsboro, Massachusetts (hereinafter referred to as the “Grantor”).

WITNESSETH:

WHEREAS, the Grantor is the owner in fee simple of two contiguous parcels of land in the Town of Westford, which are collectively known as 66-68 Boston Road, Westford, Massachusetts, as described in deeds recorded in the Middlesex North Registry of Deeds at Book 2201, page 621 and Book 2421, Page 433 (hereinafter referred to as the “Property”);

WHEREAS, the Town is the holder of three Agricultural Preservation Restrictions, recorded at the Middlesex North Registry of Deeds in Book 8569, Page 242 (“APR 1”); Book 9155, Page 170 (“APR 2”) and Book 10124, Page 169 (“APR 3”): (hereinafter collectively referred to as the “APRs”) and as shown on a Plan entitled “Compiled Plan of Land” prepared by Diversified Civil Engineering dated May 6, 1997 and recorded at the Middlesex North Registry of Deeds at Book of Plans 194, Plan 7;

WHEREAS, APR 1 and APR 2 generally prohibit the use of the land for non-agricultural purposes, and APR 3 generally prohibits the use of the Premises for non-agricultural purposes and generally allows for continued use of an existing “country store” building;

WHEREAS, the parcels have been allowed to lie fallow for several years, and the “country store” building is vacant and in disrepair, such that they have become a blight on the surrounding neighborhood;

WHEREAS, the Grantor has submitted a development plan to reestablish the agricultural use of the land covered by APR 1 and APR 2 through the installation and maintenance of a high tensile orchard, cherry trees, a greenhouse, and row crops;

WHEREAS, the Grantor’s ability to maintain his proposed agricultural uses is dependent upon his ability to use APR 3 for a farm-to-table restaurant and function room with related parking, which necessitates the removal of the “country store” structures; and

WHEREAS, the Town recognizes that the viability of the two parcels for sustained agricultural use is limited due to their small size, topography and location, and that allowing the use of one of the APR areas for the purposes described herein will have a positive effect on the public good and will yield a substantial benefit to the agricultural resources of the Town.

NOW THEREFORE, for good and valuable consideration, the receipt of sufficiency of which is hereby acknowledged, the Grantor and Grantee, do hereby agree to amend APR 3 as set forth herein:

FIRST AMENDMENT

1. APR 3 is hereby amended as follows by adding the following new subparagraph (7) to Article III, Section A:

(7) The construction and operation of up to a 16,500 square foot building with related parking and utilities, to be used for restaurant and banquet hall purposes, as shown on the conceptual plan attached hereto, provided that said use is related to and in support of the agricultural uses of the two contiguous parcels, which are described in the deeds recorded at the Middlesex North Registry of Deeds at Book 2201, page 621 and Book 2421, page 433. The exercise of the rights retained in this paragraph are expressly contingent upon the the aforementioned contiguous parcels being actively engaged in in agricultural use and said rights shall be forfeited if the use of said contiguous parcels is abandoned or changed . If the Grantor exercises the rights retained in this paragraph, there will be no change in use or transfer of any interest in the Premises without the express written approval of the Grantee.

2. The Right of First Refusal (Exhibit B to APR 3) is hereby amended by adding the following to the end of subparagraph 2 of paragraph A:

provided, however, that if the Grantor has exercised the rights retained in Article III(A)(7) of the Agricultural Preservation Restriction, as amended, the Grantor shall offer to sell the Premises to the Grantee at the fair market value of the Premises as agricultural land, as determined by a Massachusetts Certified Real Estate Appraiser chosen by the Grantor and Grantee.

3. All other terms and conditions of the APR and Right of First Refusal shall remain in full force and effect.

This Agreement is to take effect as a sealed instrument, this ___ day of _____, 2016.

EBRAHIM MASALEHDAN

TOWN OF WESTFORD
By its Board of Selectmen
